



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

AGENDA

Regular Meeting

July 19, 2016 - 7:30 p.m.

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

1. CALL TO ORDER

2. PLEDGE

3. ROLL CALL

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

4. AUDIENCE PARTICIPATION

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

5. APPROVAL OF AGENDA

6. CONSENT AGENDA

A. Approval of Minutes of the Regular Meeting of July 5, 2016

7. OLD BUSINESS

A. Public Hearing Ordinance No. 653-16—Second Quarter Budget (Second Reading)

8. NEW BUSINESS

- A. Public Hearing – Consideration of a Proposed Re-zoning for Undeveloped City of Evans Property from I-1 Industrial to Public Facilities Zone
- B. Approval of Contract with Anderson Consulting Engineers and Preliminary Budget Approval for Lower Latham Diversion Feasibility Study
- C. City Manager Transition Agreement
- D. Interim City Manager Agreement

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)
- B. Resolution No. 29-2016 – Approval of an Agreement Relating to EQRs for Tuscany Subdivision, Phase II

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.

COUNCIL COMMUNICATION

DATE: July 19, 2016

AGENDA ITEM: 6.A

SUBJECT: Approval of the July 5th City Council Meeting Minutes

PRESENTED BY: City Clerk

AGENDA ITEM DESCRIPTION:

Approval of minutes.

FINANCIAL SUMMARY:

N/A

RECOMMENDATION:

N/A

SUGGESTED MOTIONS:

"I move to approve the minutes as presented."

MINUTES
EVANS CITY COUNCIL
July 5, 2016

CALL TO ORDER

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

PLEDGE

ROLL CALL

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

AUDIENCE PARTICIPATION

There was none.

APPROVAL OF AGENDA

Scott Krob, City Attorney, updated the agenda to strike agenda item 8.E regarding an agreement concerning equivalent residential units (EQRs) for Tuscany Subdivision, Phase II.

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

CONSENT AGENDA

A. Approval of Minutes of the Regular Meeting of June 20, 2016

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

OLD BUSINESS

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

Nancy Salazar, Admin Support and Flood Team Manager, updated City Council concerning Resolution No. 26-2016, which authorized the Mayor to sign a revised pipeline right-of-way agreement to relocate an existing gas pipeline away from the Bank of the South Platte River inside Riverside Park to allow for the rebuilding of Riverside Park.

Ms. Salazar explained that, following the June 20th agreement, DCP discovered a buried electrical line located three feet from the new pipeline alignment along the north side of 42nd Street. The change of the revised agreement only affects the alignment of the pipeline along 42nd Street, with the balance of the alignment remaining the same as the original agreement approved by Council on June 20th.

Mayor Morris clarified that there were no new costs associated with this change.

Ms. Salazar stated there were no new costs.

Mayor Pro-Tem Rudy made the motion, seconded by Council Member Finn, to approve Resolution 26-2016. The motion passed 6-0, with Council Member Speer abstaining from the vote.

NEW BUSINESS

A. Public Hearing – 2016 Budget 2nd Revision - Ordinance No. 653-16 Amending Ordinance No. 632-15 and Appropriating Sum of Revenues and Fund Balances for the Amended 2016 City of Evans Budget (1st Reading)

Mayor Morris opened the public hearing at 7:40 p.m.

Jacque Troudt, City Finance Manager, made a presentation to the City Council concerning the City Financial Policies and the revisions made by Ordinance No. 653-16 for the second quarter budget revision of the 2016 budget. Ms. Troudt added that the budget revision included actions taken by City Council at the June 19th meeting. She summarized the changes to revenues, expenditures, and transfers of the budget revision. According to Ms. Troudt, the General Fund included the following proposed revision items:

- Item 1.1 will carry forward \$70,000 to continue the sales tax auditing program;
- Item 1.2 will recognize the grant extension for the Evans Long Range Planner CDBG-DR grant for \$46,293;
- Item 1.3 will spend \$10,000 of Traffic Calming Funds to install an LED 4 Way Stop at 17th Avenue and 32nd Street; and
- Item 1.9 will recognize a transfer to the ERA for purchase of redevelopment property, of \$481,000.

Ms. Troutd proceeded to summarize the following budget revisions from other City Funds:

- The Conservation Trust Fund includes an item to purchase future park land for \$15,000;
- The CIP – Streets Fund includes an item to recognize a City match for a DOLA grant of \$100,000 to assist with permanent road repairs on 49th Street, Brantner Avenue, and Industrial Parkway;
- a request for \$1,754 to replace from the CIP – Streets Fund to repair a damaged traffic signal for which insurance recovery proceeds were received;
- The Water Fund includes a portion of the Tuscany non-potable and detention pond design, \$15,944;
- The Storm Drainage Fund will also have an increase in expenses for a portion of the Tuscany non-potable and detention pond design, \$23,915; and
- Revision items for the Waste Water fund include:
 - Item 1.6 to recognize the maximum amount of the debt authorized by Council, \$41,429,000;
 - Item 1.7 increasing the expense by \$3,880 for a carryforward item for retainage held; and
 - Item 1.8 represents \$227,098 of anticipated revenue with the rate increase included in the 2016 budget, and \$123,413 of additional expense for the debt payments due in 2016.

Ms. Troutd talked about the City's long range financial policies and provided an update concerning City sales tax collection for 2015 and 2016 through April, 2016.

Council Member Clark asked about the 2016 budget trends.

Ms. Troutd discussed the 2016 City sales tax revenue and the recent downturn of sales taxes from the industrial sector.

Mayor Morris spoke about the industrial sector and conservative budgeting for the 2017 budget.

Ms. Troutd discussed the conservative budgeting process for the 2017 budget.

Mayor Morris asked for any public comment for or against the Ordinance. There was no public comment.

Speer spoke against budget items 1.2 and 1.9 and explained that she would be opposing the budget revision.

Council Member Homann made the motion, seconded by Council Member Schaffer, to adopt Ordinance No. 653-16 amending Ordinance No. 632-15 and appropriating sum of revenues and fund balances for the amended 2016 City of Evans Budget. The motion passed 6-1 with Council Member Speer opposed.

B. Resolution No. 27-2016 – Designating an Emergency Response Authority (DERA) for Hazardous Substance Incidents

David Burns, presented Resolution 27-2016 to the City Council which designates an Emergency Response Authority (DERA) for hazardous substance incidents. Mr. Burns explained that the Resolution will designate the Evans Fire Protection District for hazardous substance incidents, but the City will still maintain a major role during any incident involving a hazardous substance.

Mayor Morris asked who would be in control an Emergency Operations Center (EOC) in the event of a major hazardous substance event.

Mr. Burns confirmed that the City would still control an EOC during these types of events.

Aden Hogan, City Manager, spoke about the qualifications of Chief Pristera of the Evans Fire Protection District and explained why the Fire District should be the DERA for hazardous incidences City.

Council Member Homann disclosed that he is an employee of the Evans Fire Protection District.

Mr. Krob explained that there may be conflict of interest.

Council Member Homann recused himself from voting on the Resolution.

Council Member Clark made the motion, seconded by Council Member Speer, to adopt Resolution No. 27-2016 – designating an emergency response authority for hazardous substance incidents. The motion passed 6-0, with Council Member Homann abstaining from the vote.

C. Resolution No. 28-2016 – Application for Homeland Security – EOC Phone System

Mr. Burns presented Resolution No. 28-2016 concerning an application for Homeland Security for the purchase of a new phone system for the City's

Emergency Operations Center. Mr. Burns talked about unspent federal funds for local governments to apply for up to \$5,000. He discussed the need to improve communication for the City's EOC and the timeline to submit and execute any grant funds by the end of July, 2016. Mr. Burns also stated that there would be zero matching funds required from the City.

Mayor Morris talked about the 2013 Flood Disaster and some communication issues that the EOC experienced. He also asked about backup communications if land-lines become unusable.

Mr. Burns explained that cell phones would be part of the request to support the EOC.

Council Member Speer asked about a replacement plan for the phones in the next 2-5 years.

Mr. Burns spoke about possible replacement plans for the phone system.

Council Member Homann made the motion, seconded by Council Member Clark, to adopt Resolution No. 28-2016 approving the application for Homeland Security funding to replace the EOC phone system for an amount not to exceed \$5,000. The motion passed with all voting in favor thereof.

D. Approval of an Agreement Resolving Litigation and EQR Issues Related to Ashcroft Apartments

Mr. Krob, referred the City Council Members to the revised agreement to resolve litigation and EQR issues related to the Ashcroft Apartments.

According to Mr. Krob, the agreement would accept 55 EQRs from Mr. Ehrlich for the development on the Northwest corner of 37th Street and 35th Avenue. The Agreement would also resolve litigation initiated by Mr. Ehrlich's company, Ashcroft Apartments, LLC, against the City. Under the Agreement, the City would reimburse Ashcroft Apartments, LLC with a \$83,000 credit for the park impact fees that were originally paid.

Council Member Clark clarified that the \$83,000 would resolve the pending litigation.

Mr. Krob explained that the \$83,000 would resolve all outstanding issues with Ashcroft Apartments.

Council Member Homann asked if the developer has already agreed.

Mr. Krob stated that the agreement has been signed by the developer.

Mayor Pro-Tem Rudy recused himself from voting on the agreement.

Council Member Speer made the motion, seconded by Council Member Homann, to approve the Agreement regarding EQRs associated with Ashcroft Apartments and settling pending litigation between the City and Ashcroft Apartments, LLC, to authorize the Mayor to sign such agreement, and to revise the City's budget to authorize payment of the \$83,000 provided for in the Agreement from the park impact fee fund.

The motion passed 6-0, with Mayor Pro-Tem Rudy abstaining from the vote.

~~E. Approval of an Agreement Relating to EQRs for Tuscany Subdivision, Phase II~~

REPORTS

A. City Manager

Mr. Hogan updated the City Council about the recent completion of the City's insurance renewal process with Colorado Employer Benefit Trust (CEBT). To control costs, the City made two medical plan design changes. This resulted in an average increase was 7.4% for the City's three medical plan designs. The City will also be transitioning to a January 1 insurance renewal in order to align the plan year with the benefit year.

Mr. Hogan referred Council to photos of the bridge deck repair project and the emergency concrete pipe replacement work on Golden Street, and referred to Dawn Engineer for more details about these projects.

Dawn Anderson, City Engineer, referred to the bridge repair project, which is complete and spoke about the City's attempts to address traffic in the Arrowhead Subdivision during the project. She also spoke about the Golden Street pipe repair, the upcoming bid opening for the 37th access control, the ongoing asphalt patch project, a recent water line break on 17th Avenue, a grading permit release for the Bella Vista, and demo permit for the new Kum & Go site on 31st Street.

Council Member Homann asked about the installation of a 4-way stop at 17th Avenue and 32nd Street.

Ms. Anderson explained that this project should proceed after the second reading

of the budget revision.

Mayor Morris asked about an ongoing traffic study.

Ms. Anderson discussed the timing of routine traffic studies.

Council Member Speer asked about the highway access control project.

Ms. Anderson explained that this project would focus on the frontage access on 37th by the 7-11 gas station.

B. City Attorney

Mr. Krob spoke about the need to resolve other pending litigation on the following matters: Tuscany EQR Phase II, EQR issues with Godfrey Ditch, and a possible settlement regarding the warehouse at 60 31st Street.

AUDIENCE PARTICIPATION

There was no audience participation.

EXECUTIVE SESSION

Council Member Rudy made the motion, seconded by Council Member Clark, to go into Executive Session for the purpose of receiving legal advice from the City Attorney on specific legal questions on a matter that may be subject to negotiations, pursuant to C.R.S. 24-6-402(4)(e).

The motion passed with all voting in favor thereof.

The City Council adjourned into executive session at 8:19 p.m.

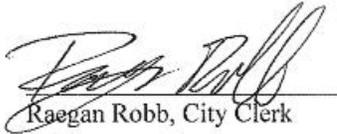
The executive session concluded at 8:59 p.m.

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

Mayor Pro-Tem Rudy made the motion, seconded by Council Member Clark, that the City not honor the agreement between the City of Evans and SBrand, that the City Manager advise SBrand that the City Council anticipates that the ERA Board will take similar action to cancel the contract between the ERA and SBrand at its next meeting; and that the City Manager direct SBrand and Sheryl Trent to immediately cease doing any further work for the City of Evans without express City Council approval. The motion passed with all voting in favor thereof.

ADJOURNMENT

The regular meeting ended at 9:04 p.m.


Raegan Robb, City Clerk

DRAFT

COUNCIL COMMUNICATION

DATE: July 19, 2016

AGENDA ITEM: 7.A

SUBJECT: 2016 Budget 2nd Revision - Ordinance No. 653-16 – Amending Ordinance No. 632-15 and Appropriating Sum of Revenues and Fund Balances for the Amended 2016 City of Evans Budget (2nd Reading)

PRESENTED BY: Jacque Troudt, CPA, Finance Manager

AGENDA ITEM DESCRIPTION:

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

Ordinance No. 653-16 is the second revision to the 2016 Operating and Capital Budget. The original 2016 Budget was approved by Ordinance No. 632-15 on October 20th 2015.

FINANCIAL SUMMARY:

The Budget Ordinance heading summarizes the changes to revenues, expenditures, and transfers by fund. Some of the items have been previously approved by the City Council, those items requiring additional explanation will be described below. Attachment “A” identifies the details of each council action and Attachment “B” identifies the net impact on the revised budget. The following descriptions are listed in the same order as the funds on Attachment “A” and include the items which were not approved as a preliminary budget revision during the quarter. Many of the items included are carry forward items, which were related to a specific project(s) appropriated for in the 2015 budget, but were not finished in that fiscal year. Since appropriations lapse, the budget for these items needs to be appropriated (carried forward) in 2016.

The General Fund includes the following proposed revision items:

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

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

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

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

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

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

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

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

Revision items for the Waste Water fund include:

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

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

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

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

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

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

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

Details of all financial items are available for Council or Citizens upon request from the

Finance Department by contacting Jacque Troudt at 970-475-1127 or jtroudt@evanscolorado.gov.

RECOMMENDATION:

Staff recommends approval of the ordinance.

SUGGESTED MOTIONS:

I move to approve Ordinance No. 653-16 on second reading.

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

Attachment A
 2016 Budget Revision #2

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

Attachment B

2016 Budget Revision #2 V3

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

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

City of Evans General Fund Long Range Financial Plan

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

City of Evans Conservation Trust Fund Long Range Financial Plan

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

2014-2020 Capital Improvement Plan

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

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

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

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

2014-2020 Capital Improvement Plan

	2014 Actual	2015 Actual	2016 Budget V2	2016 Budget V3	2017 Projected	2018 Projected	2019 Projected	2020 Projected
11th Ave. & US 34 Improvements	-	-	-	-	150,000	-	-	-
Equipment	-	-	-	-	-	-	-	-
17th Ave & 23rd Ave Bikepath - Grant Funded	-	-	-	-	-	-	-	-
37th St. Widening - 47th to 65th (4 lanes)	-	-	-	-	-	3,200,000	-	-
29th Street Road Upgrades	-	-	-	-	-	-	-	-
Bridge Rehabilitation Funds	-	-	59,000	59,000	35,000	35,000	35,000	35,000
Concrete Replacement	74,548	500	75,000	75,000	75,000	75,000	75,000	75,000
Evans Ditch Bikepath - Grant Funded	-	-	118,888	118,888	-	-	-	-
Misc. Street Resurfacing (Per PMS)	289,206	360,576	600,000	600,000	600,000	600,000	600,000	600,000
35th Ave. Widening - 37th St. to Prairie View (4 lanes)	1,052	61,419	1,732,490	1,732,490	-	-	-	-
Traffic Signal - 37th St. & 47th Ave. (Replace Temp.)	-	-	-	-	200,000	-	-	-
Roadway Landscaping	-	-	30,000	30,000	30,000	30,000	30,000	30,000
Street Lighting	-	-	100,000	100,000	50,000	50,000	50,000	50,000
65th Avenue Widening	-	-	1,800,000	1,800,000	-	-	-	-
17th and 49th Ave Bike Path	-	-	-	-	-	-	-	-
US 85 Improvements	-	7,350	13,650	13,650	-	-	-	-
US 85 Landscaping	29,369	-	-	-	-	-	-	-
US 85 Access Control @ 31st St. - Grant Funded	-	-	972,300	972,300	-	-	-	-
US 85 Access Control @ 37th St. - Grant Funded	3,235	-	820,538	820,538	-	-	-	-
36th Street Storm Sewer Road Repairs	-	259,292	-	-	-	-	-	-
Street Sweeper	-	-	100,000	100,000	-	-	-	-
Capital Projects - Streets Total	397,410	689,137	6,421,866	6,421,866	1,140,000	3,990,000	790,000	790,000

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

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

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

1,277,526

2,422,631

City of Evans Waste Water Fund Long Range Financial Plan

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

2014-2020 Capital Improvement Plan

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

City of Evans Storm Drainage Fund Long Range Financial Plan

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

2014-2020 Capital Improvement Plan

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

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

	1,168,782	1,498,190	862,244	862,244	883,017	(92,826)	(378,659)	(73,355)
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CITY OF EVANS, COLORADO

ORDINANCE NO. 653-16

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

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

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

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

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

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

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

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

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

Section 5: All prior ordinances, resolutions, or other acts, or parts thereof, by the City of Evans in conflict with this Ordinance are hereby repealed, except that this repealer shall not be construed to revive any previously repealed or expired act, ordinance or resolution, or part thereof.

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

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

CITY OF EVANS, COLORADO

By: _____
Mayor

ATTEST:

City Clerk

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

CITY OF EVANS, COLORADO

By: _____
Mayor

ATTEST:

City Clerk



CITY COUNCIL COMMUNICATION

DATE: July 19, 2016

AGENDA ITEM: 8.A

SUBJECT: Public Hearing – Consideration of a Proposed Re-zoning for Undeveloped City of Evans Property from I-1 Industrial to Public Facilities Zone

PREPARED BY: Sean Wheeler, City Planner

REVIEWED BY: Fred Starr, Public Works Director

SITE INFORMATION		
Location:	The site is located south side of 49th Street, approximately 800-feet east of 35th Ave in Evans. (See attached Vicinity Map)	
Applicant:	City of Evans, Public Works Division	
Existing Land Use:	Undeveloped Public Land	
Proposed Land Use:	City of Evans Waste Water Treatment Plant	
Surrounding Land Uses:	North	Weld County Industrial Site
	South	Undeveloped Land
	East	Rural Residential
	West	Undeveloped Land
Existing Zoning:	I-1 Industrial	
Proposed Zoning:	Public Facilities	
Surrounding Zoning:	North	Weld County
	South	I-1 Industrial
	East	Ishiguro Farm PUD
	West	Evans and Weld County Agricultural Zones / Rural Residential
Future Land Use Designation:	Waste Water Treatment Plant Site (2014 City Future Land Use Map)	



PROJECT DESCRIPTION:

This is a City of Evans Public Works Division application to rezone public land from I-1 Industrial to Public Facilities. Approval of the rezoning will allow further development of the site as the new waste water treatment plant. The subject property is located on the south side of 49th Street, approximately 800 feet east of the intersection of 35th Avenue and 49th Streets as shown on the attached vicinity map. The area of the site outside of the existing lagoons is approximately 3.3 acres in size, and the balance of the site is approximately 30 acres in size.

PLANNING COMMISSION:

The Planning Commission considered the request at a public hearing on June 28th, 2016 and voted 4 to 0 in favor of approval of the rezoning application.

ANALYSIS & ISSUES

- 1. Chapter 19.60 Zoning Amendments:** This chapter outlines the process to approve proposed zoning amendments. Section 19.60.080 (Criteria for Approval) states that 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.
 - 2. Compatibility:** The site is zoned I-1 Industrial and is surrounded by properties with industrial uses, vacant land and semi-rural residential uses. Settling ponds for waste water treatment already exist at the site as well. Approval of the proposed zoning change will allow for significant improvements to be made to the property, which in turn will improve the city's ability to provide this utility service to current and future residents.
 - 3. 2010 Comprehensive Plan:** Rezoning of this site will allow for the development of the Waste Water Treatment Plant, as identified on the Future Land Use Map. Rezoning of the site will allow for the efficient placement of structures and required elements to support the Plant.
 - 4. Engineering:** Approval of the rezoning request is related to land use designations, which are supported by the City Engineer to allow for buildout of the waste water treatment plant. A review of the technical standards related to development are conducted with the site plan review, and under the provisions of the Municipal Code that is an administrative process.
 - 5. Fire District:** As with the engineering review, the Evans Fire Protection District will review the final construction plans for development of the site in compliance with the standards they monitor in International Fire Code (IFC) 2012, as part of the site plan review.
 - 6. Landscape Plan (Chapter 19.47 Municipal Code):** The City Parks and Grounds Superintendent will review the landscaping with regards to the requirements of this section, as an element of the site plan approval process.
-



STRAGIC PLAN, FOCUS, GOALS: This project relates most directly to the City Council’s identified strategic goals and objectives for creating a self-sustaining city. Rezoning the site to Public Facilities will allow for the maximum development potential in a layout that will provide waste water treatment services to the residents of Evans, and accommodate anticipated growth.

REVIEW CRITERIA

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.

SUMMARY

Designation of this property as the future Waste Water Treatment Facility on the future land use map, as an exhibit to the 2010 Comprehensive Plan, indicate the City's previously stated goal for the use in this location. Approval of the rezoning from Industrial to Public Facilities District will allow for development of the site in a layout that provides for the most efficient use of the property, in support of this goal.

CONDITIONS OF APPROVAL

None recommended.

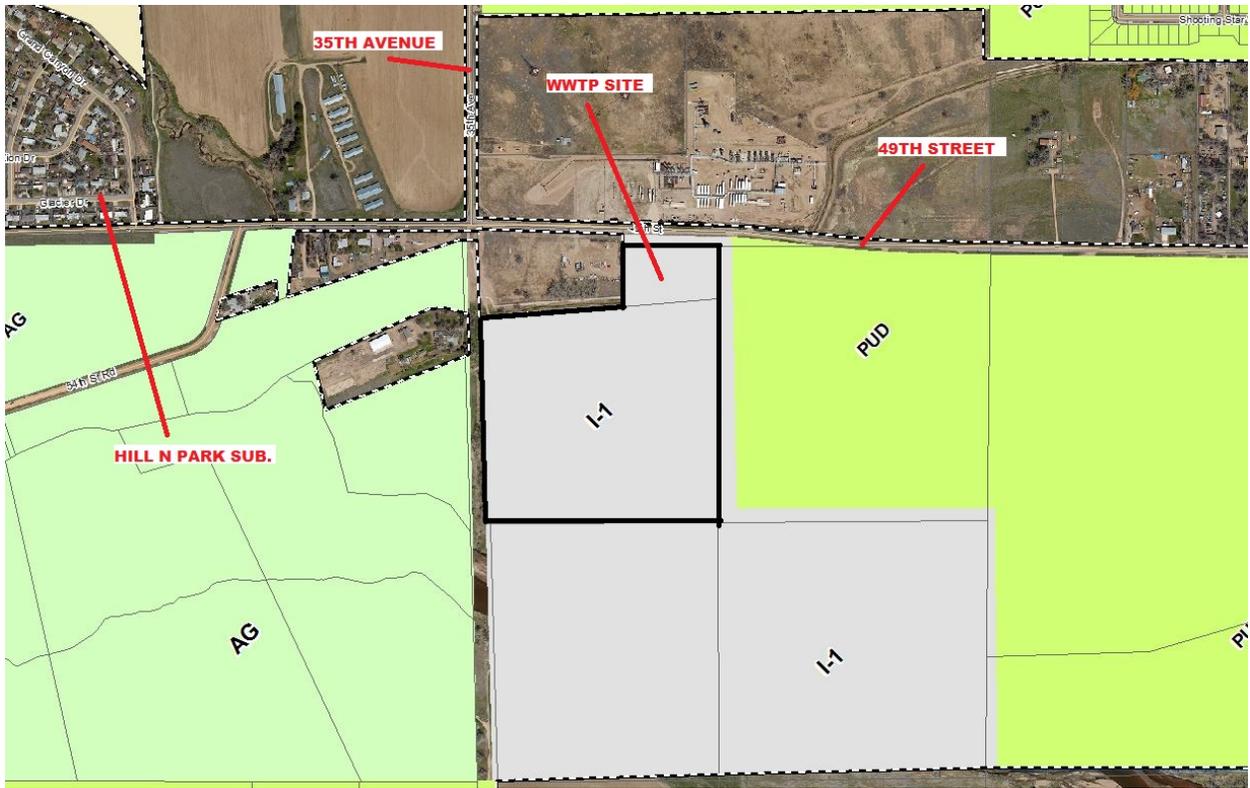
MOTIONS FOR AGENDA ITEM 8.A

“I move to approve the proposed re-zoning for the undeveloped City of Evans Property from I-1 Industrial to Public Facilities Zone.”

“I move to deny the proposed re-zoning for the undeveloped City of Evans Property from I-1 Industrial to Public Facilities Zone for the following reasons.”

Attachments:

1. Staff Report to Council
2. Applicant Project Description
3. Vicinity Map



**Evans Waste Water Treatment Plant Site
Surrounding Zoning**

City of Evans Waste Water Treatment Plant

Project Description

The City of Evans Consolidated WWTP will be the consolidation of the existing Hill-n-Park and City of Evans WWTFs. It will be located at the existing Hill-n-Park WWTF on land immediately north of the operating lagoon facility. Proposed liquid stream upgrades to the facility include the following items: a new headworks facility complete with an odor control system, a mechanical screen, screenings wash and press, a manual bypass screen, a grit removal system, a grit washer, and all associated ancillary equipment; an influent lift station complete with submersible pumps; a Johannesburg secondary process rated for 2.88 MGD and 6,024 ppd BOD5 complete with multiple trains, each train containing 5 zones (sludge denitrifying, anaerobic, anoxic, swing, and aerobic); a secondary process pump station that will house all blowers, a back-up phosphorus removal chemical feed system, and RAS, WAS, scum, and internal recycle pumps; secondary clarifiers; and a two channel UV disinfection process will be located prior to discharge. These upgrades will be capable of meeting the requirements of Regulation 85 and CDPHE Policy WPC-DR-1. The existing on site aeration Lagoon No. 2 will be used as an anaerobic lagoon for solids handling. The lagoon will be periodically decanted so that solids can be removed and hauled off-site. The decant liquid will be pumped back to the front of the new secondary process by a small pump station. A new, approximately 3,500 square foot lab / administration building will be constructed, and the operators will utilize an existing storage building for a shop building. Lastly, a new backup generator of sufficient size will be installed to power required equipment to maintain treatment in the event of a power outage.

CITY COUNCIL COMMUNICATION

DATE: July 19, 2016

AGENDA ITEM: **8.B**

SUBJECT: Approval of Contract with Anderson Consulting Engineers and preliminary budget approval for Lower Latham Diversion Feasibility Study

PRESENTED BY: Chad Reischl, City Planner

PROJECT DESCRIPTION:

As the fiscal sponsor of the Middle South Platte River Alliance (MSPRA), the City of Evans Council approved the application for a CDBG-DR grant in the amount of \$125,000 for a feasibility study for the Lower Latham Diversion structure on November 17th 2015. The Grant was awarded to MSPRA earlier this year and the contract between the state and MSPRA/City of Evans has been executed. After a full RFP process conducted with the support of the Lower Latham Board of Directors and members of MSPRA, the team has selected Anderson Consulting Engineers (ACE) out of Fort Collins to prepare the study. At this time, we are asking to approve the contract with ACE and a preliminary budget amendment in the amount of \$125,000 for the study, which will be fully reimbursed by the CDBG-DR program.

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

BACKGROUND:

This is the State of Colorado's third round of CDBG-DR funding for planning projects related to the 2013 flood. The state has specifically allocated some of the funding to support watershed coalitions and watershed resiliency planning and implementation. Last year the City of Evans, with the support of the Colorado Water Conservation Board and the Department of Local Affairs, worked to form a river stakeholder group now known as the Middle South Platte River Alliance. The Alliance, with the City of Evans as its fiscal sponsor has guided the drafting of the South Platte River Restoration Master Plan which was approved by Council in January 2016.

The Restoration Master Plan identified modifications to the Latham Diversion Structure as one of its top priorities. After a site visit by a team of engineers from the Colorado Water

Conservation Board and the Natural Resources Conservation Service the team identified the Latham as a high concern and suggested that the Alliance apply for funds from the CDBG-DR program to perform a feasibility study on the diversion. The Alliance agreed and with the permission of the Lower Latham Irrigation Company proceeded with the grant application. The \$125,000 grant for the study was granted in March of 2016.

An RFP for consultants was issued in mid-May, a pre-bid conference and site tour were held in early June and proposals were due June 13. We received three proposals for the project all of which were within budget. A five-person team evaluated each of the proposals. That team consisted of two members of the Lower Latham Board of Directors, one member of MSPRA's Steering Committee, a Member of DOLA's watershed program Technical Assistance Team and Chad Reischl from the City of Evans. Each team member scored each of the proposals in five separate categories, these were totaled and tabulated as a group. Anderson Consulting Engineers got the highest score and we decided at that time to award them the contract.

ACE's proposal came in at \$123,000. While, we will write the contract in that amount, we are requesting a budget amendment in the amount of the full \$125,000, holding the remaining \$2000 in case there are any cost overruns for any reason.

FINANCIAL:

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

STAFF RECOMMENDATION:

The City of Evans staff recommends that the City Council approve the contract with ACE and the preliminary budget amendment for the Feasibility Study of the Latham Diversion Structure.

SUGGESTED MOTIONS:

"I move to approve the contract and preliminary budget amendment"

"I move to deny contract and preliminary budget amendment"

COUNCIL COMMUNICATION

DATE: July 19, 2016
AGENDA ITEM: 8.C
SUBJECT: City Manager Transition Agreement
PRESENTED BY: Scott Krob, City Attorney

AGENDA ITEM DESCRIPTION:

As you know, the City Manager, Aden Hogan, has recently announced his retirement from the City of Evans effective September 12, 2016. Aden has indicated his willingness to assist the City during his transition from the city manager position. The City Manager Transition Agreement is to recognize Aden for his efforts and to clarify Aden's role with the City during the transition period. The Agreement also provides for payment of six months severance, which is the severance amount indicated in Aden's existing contract.

FINANCIAL SUMMARY:

The financial impact is uncertain as it will depend on how soon a new city manager is hired.

RECOMMENDATION:

Staff recommends approval of the Agreement

SUGGESTED MOTIONS:

"I move to approve and authorize the Mayor to sign the City Manager Transition Agreement between the City of Evans and Aden Hogan."

"I move not to approve and authorize the Mayor to sign the City Manager Transition Agreement between the City of Evans and Aden Hogan."

CITY MANAGER
TRANSITION AGREEMENT

THIS TRANSITION AGREEMENT is made this 19th day of July, 2016, by and between the CITY OF EVANS (“Employer” or “the City”), and ADEN HOGAN, JR. (“Employee”)

WHEREAS, Employer and Employee previously entered into a City Manager Amended Employment Agreement dated January 5, 2016 (“the Amended Employment Agreement”); and

WHEREAS, pursuant to the provisions of the Amended Employment Agreement the parties agreed, among other things, that Employee would serve as the City Manager for the Employer; and

WHEREAS, the Amended Employment Agreement includes provisions for the voluntary termination of the Amended Employment Agreement by the Employee and for the payment to the Employee of certain compensation and benefits after the employment relationship has ended under certain circumstances; and

WHEREAS, Employee has expressed an interest in retiring from the position of City Manager; and

WHEREAS, the Employer recognizes the value and service that Employee has provided to the City for the past decade and the benefits Employee’s service and efforts have had on the City of Evans; and

THEREFORE, in order to effectuate a smooth transition from Employee’s retirement from the position of City Manager to and through the hiring of a new City Manager and to clarify the relationship between the parties during such transition, the parties hereby agree as follows:

1. Employee hereby gives his notice on July 12, 2016 of his intent to retire, effective September 12, 2016. The period of time between the date Employee gives notice and the effective date of his retirement is referred to herein as “the Transition Period.”
2. Employer agrees to accept Employee’s retirement on the conditions set forth below.
3. Responsibilities of Employee during the Transition Period. During the Transition Period, Employee shall continue as the City Manager and shall continue to perform and fulfill all of the duties and responsibilities of City Manger, subject to the limitation set forth in Section 4., below. As part of those duties, Employee will work cooperatively with existing officials and staff to facilitate a smooth transition to hiring and installing a replacement City Manager.

4. Limitations on Employee during the transition Period. During the Transition Period Employee shall refrain from:

- a. Entering into further contracts on behalf of the City,
- b. Writing or otherwise expending or authorizing or committing to the expenditure of City funds or funds of the Evans Redevelopment Agency (“ERA”).
- c. Direct hiring or termination of employees of the City.
- d. Such other limitations as may be directed by the Mayor or Interim City Manager during the Transition Period as Employee’s responsibilities are reduced.

5. Compensation of Employee. During the Transition Period, Employee shall be paid his regular salary and provided benefits as set forth in the Amended Employment Agreement. Commencing on the last day of the Transition Period, Employer shall continue to pay Employee a continuation of his normal salary at the rate provided for in the Amended Employment Agreement for a period of six (6) months, to be paid out in installments during normal pay periods and not as a lump sum, including the health and dental insurance benefit at the election level, but no other benefits.

6. Miscellaneous provisions.

a. Cooperation in continuing matters. In recognition of the fact that some matters with which Employee was involved while City Manger may be continuing in nature and/or may lead to or involve litigation, Employee agrees to cooperate with and assist the City in connection with any litigation or threatened litigation reasonably related to the matters with which the Employee was involved while employed by the City, without charge to the City, unless a substantial amount of time is required from Employee, in which event the parties will negotiate a fair rate for Employee’s post-employment time devoted to such matters.

b. Waiver of claims. As partial consideration for the Employer’s willingness to enter into the Transition Agreement, Employee does hereby voluntarily, knowingly and mutually forever release, discharge and relinquish any and all claims, demands, causes of action, choses in action, fees, costs, liability, debts, wrongs, damages, complaints, judgments, and execution, irrespective of the legal theory upon which they may be based, whether in law or in equity, criminal, civil or administrative, whether known or unknown, anticipated or unanticipated, direct or indirect, fixed or contingent, whether heretofore asserted or not, whether based upon an act or an omission, whether for pecuniary or non-pecuniary losses, property damages, personal injuries, medical expenses, attorney fees or otherwise, against the City or the ERA currently existing or arising at any time prior to this Transition Agreement. This waiver of claims by Employee shall extend to the City and the ERA, as well as their representatives, which are hereby defined to include all past or present elected or appointed officials, officers, directors,

independent contractors, shareholders, employees, principals, managing brokers, managers, agents, supervisors, subrogees, insurance carriers, reinsurance carriers, employers, liquidators, related corporations, attorneys and subsidiaries.

c. As of the date of this Transition Agreement, Employer is unaware of any grounds that would justify termination of Employee for cause, as set forth in Section 8 of the Amended Employment Agreement. However, in the unanticipated event Employer subsequently discovers facts which it believes would have established a basis for termination for cause, and determines those facts to be true after notice to Employee and, if requested, a hearing before Employer, then Employee shall not be entitled to receive the benefits provided for after the Transition Period as provided in Section 5, above.

d. Except as specifically modified by this Transition Agreement, all other provisions of the Amended Employment Agreement shall remain in full force and effect.

e. This Transition Agreement shall be construed and interpreted according to the laws of the State of Colorado and any action necessary to enforce, construe, or interpret this Transition Agreement shall be maintained solely in Weld County, Colorado.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and executed on its behalf by John L. Morris, Mayor, and Employee has signed this Agreement the day of and year first written above.

ATTEST:

EMPLOYER:

By: _____

Raegan Robb, City Clerk

John L. Morris, Mayor

EMPLOYEE:

Aden Hogan, Jr.

COUNCIL COMMUNICATION

DATE: July 19, 2016

AGENDA ITEM: 8.D

SUBJECT: Interim City Manager Agreement

PRESENTED BY: Scott Krob, City Attorney

AGENDA ITEM DESCRIPTION:

In light of City Manager Aden Hogan's announcement that he intends to retire in September, the Mayor has conferred with Jessica Gonifas, Deputy City Manager, to ask if she would be willing to serve as the Interim City Manager until a new city manager is hired and begins work. Jessica has indicated that she does not wish to be considered at this point in her career for the City Manager position, but that she would be willing to serve as the Interim City Manager on the conditions set forth in the proposed Agreement. Those primary conditions are (1) an increase in salary of 10% and (2) if the City Council becomes dissatisfied with her service as Interim City Manager that she be given the opportunity to either return to her position as Deputy City Manager or that the City provide her 6 months severance.

FINANCIAL SUMMARY:

The financial impact will be limited to the 10% increase in salary, which may or may not be an overall increase depending on when a new city manager is hired.

RECOMMENDATION:

Staff recommends approval of the Agreement

SUGGESTED MOTIONS:

"I move to approve and authorize the Mayor to sign the Interim City Manager Agreement between the City of Evans and Jessica Gonifas."

"I move not to approve and authorize the Mayor to sign the Interim City Manager Agreement between the City of Evans and Jessica Gonifas."

INTERIM CITY MANAGER AGREEMENT

THIS INTERIM CITY MANAGER AGREEMENT is made this 19th day of July, 2016, by and between the CITY OF EVANS (“Employer”), and JESSICA GONIFAS (“Employee”)

WHEREAS, Employee is currently employed by Employer as the Deputy City Manager for the City of Evans, Colorado; and

WHEREAS, the current City Manager, Aden Hogan, has indicated his intent to retire in the near future; and

WHEREAS, the Employer is or will soon be in the process of seeking to employ a new city manager; and

WHEREAS, the Employer has requested that the Employee assume the position and responsibilities of Interim City Manager on the terms and conditions set forth below until the Employer hires a new city manager and;

WHEREAS, the Employee has indicated her willingness to assume the position and responsibilities of Interim City Manager on the terms and conditions set forth below until a new city manager is hired.

NOW THEREFORE, IN CONSIDERATION OF THE OBLIGATIONS AND CONSIDERATION SET FORTH BELOW THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Designation of Employee as Interim City Manager. Employee is hereby designated Interim City Manager for the City of Evans, Colorado for the Interim Period. The Interim Period is defined as commencing on July 19th, 2016 and ending on the date that a new city manager has been hired and begins to perform the duties of city manager, unless the parties agree to a different date for the Interim Period or until the agreement is terminated as provided in Section 7., below.
2. Responsibilities of Employee during the Interim Period. During the Interim Period, Employee shall perform the duties and responsibilities of the City Manager as set forth on Exhibit A, attached hereto and incorporated herein by reference.
3. Salary. Employer shall pay Employee a salary in the amount of her current salary as Deputy City Manger plus ten percent (10%), payable in installments of pay periods at the same time as other employees of the City are paid.
4. Hours of Work. It is understood that the position of Interim City Manager requires attendance at evening meetings and occasionally a possible weekend meeting. It is understood by Employee that additional compensation and compensatory time shall not be permitted for

such additional expenditures of time for the reason that Employee will be in an exempt position under the Fair Labor Standards Act (FLSA). It is further understood that Employee may absent herself from the office upon her exercise of “reasonable discretion” in consideration of these extraordinary time expenditures outside of normal working hours.

5. Vacation/Health Leave and other Benefits. Except as specifically provided herein to the contrary, all other benefits, including but not limited to vacation/health leave shall remain as those to which Employee was entitled as Deputy City Manager.

6. Residency. Any provision in the Evans City Charter to the contrary notwithstanding, the parties recognize that the position of Interim City Manager is a temporary position that the City needs to be filled by a qualified individual until a new city manager can be hired and assume that position. Therefore, Employee need not reside within the City of Evans, Colorado during the term of this agreement.

7. Termination and Termination Benefits. This Agreement may be terminated with or without cause. If the Agreement is terminated by Employer without cause, Employer shall (1) restore Employee to her position as Deputy City Manager as it existed prior to entering into this Agreement, or (2) provide Employee a minimum of 15 days written notice of such termination. In that event Employer agrees to pay Employee a continuation of her salary as provided in this Agreement for a period of six (6) months from the date of termination, to be paid out in installments during normal pay periods and not as a lump sum, including health and dental insurance benefits as elected by Employee during her employment. In the event Employee voluntarily resigns her position Employee shall not be entitled to such termination benefits.

In the event Employee is terminated for cause, the Employer shall have no obligation for termination benefits as provided above. As used herein, “cause” shall mean:

- (a) Conduct by Employee that is fraudulent or dishonest,
- (b) Employee’s conviction of a felony or crime involving moral turpitude under any federal or state law, or
- (c) Gross neglect or gross failure to fulfill her duties or obligations under this Interim Employment Agreement.

8. This Interim City Manager Agreement shall be construed and interpreted according to the laws of the State of Colorado and any action necessary to enforce, construe, or interpret this Transition Agreement shall be maintained solely in Weld County, Colorado.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and executed on its behalf by John L. Morris, Mayor, and Employee has signed this Agreement the day of and year first written above.

ATTEST:

Raegan Robb, City Clerk

EMPLOYER:

By: _____

John L. Morris, Mayor

EMPLOYEE:

Jessica Gonifas

CITY MANAGER

EXHIBIT A

GENERAL STATEMENT OF DUTIES

The City Manager is responsible for the efficient administration of all departments within the City Government as defined by the city organizational structure and City Charter.

SUPERVISION RECEIVED

The City Manager is responsible to and held accountable by the City Council.

SUPERVISION EXERCISED

The City Manager provides direct supervision to all department heads subordinate to his/her position within the city organization. The City Manager may provide direct or indirect supervision to any employee subordinate to his/her position, regardless of the department which the employee works within.

EXAMPLES OF DUTIES

The following examples are meant to be illustrative only and are not intended to be all-inclusive:

- To see that all laws and ordinances are enforced.
- To appoint the heads of several city departments, whose appointment is not otherwise specified in the Charter, and to direct and supervise such department heads.
- To give to the proper department or officials ample notice of the expiration or termination of any franchises, contracts, or agreements.
- To see that all terms and conditions imposed in favor of the City or its inhabitants in any public utility franchise, or in any contract, are faithfully kept and performed.
- To recommend an annual budget to the City Council; and to administer the budget as finally adopted under policies formulated by the City Council; and to keep the City Council fully advised, at all times, as to the financial conditions and needs of the City.
- To recommend to the City Council, for adoption, such measures, as he/she may deem necessary or expedient.
- To attend Council meeting with the right to take part in discussions, but not to vote.
- To exercise and perform all administrative functions of the City that are not imposed by the Charter or ordinance upon some other official.
- Not counteracting any other provision in the Charter, the Manager may, in the event of an emergency, at his discretion, exercise complete administrative authority over any department, department head, or city employee and all city owned property. The City Manager shall determine when such emergency exists.
- To be responsible for the maintenance of a system of accounts of the City, which shall conform to any uniform system required by the City Council, and which shall conform to generally accepted principles and procedure of governmental accounting. He shall submit financial statements to the Council monthly, or more often as directed.
- To act as Purchasing Agent for the City and in such capacity to purchase all supplies and equipment and dispose of the same in accordance with procedures established by the Council.
- To establish, subject to approval by the Council, appropriate personnel rules and regulations governing officers and employees of the City.
- To perform such other duties as may be prescribed by the Charter or required of him by ordinance or by direction of the Council.

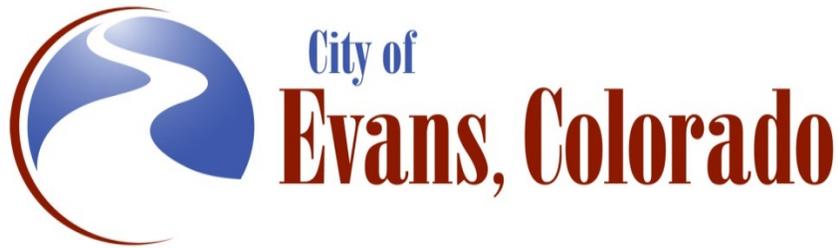
- The City Manager shall prepare an annual report of the affairs of the City including a financial report. Copies of such audit and annual report shall be made available for public inspection at the office of the City Clerk.

REQUIRED KNOWLEDGE, ABILITIES, AND SKILLS

- Thorough knowledge of municipal government operations, practices and procedures.
- General knowledge of budgets accounting practices, purchasing procedures, infrastructure maintenance, water and wastewater issues, contract administration, law enforcement, personnel issues, records maintenance and security services, recreation programs, planning and zoning issues, fire suppression, and prevention techniques.
- Thorough knowledge of current management, administrative, and supervisory techniques.
- Must have good oral and written communication skills.
- Ability to deal with people in a positive manner.

DESIRABLE EDUCATION, TRAINING, AND EXPERIENCE

- Masters degree in area of Management, Administration or Business.
 - Advanced training in any area of expertise required as part of being City Manager.
 - Ten years of progressively responsible experience in Municipal Government;
- or
- Any combination of education, training and experience which would qualify for the position as determined by City Council.



City Manager - Monitoring Report

July 19, 2016

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

➤ Finance

Sales Tax Update

Please find the Final April sales tax update below.

April 2016 - Final			
Category	2015 YTD	2016 YTD	% Change
Base	827,031	742,709	-10%
Commercial	625,429	603,341	-4%
Industrial	728,295	260,726	-64%
Utilities	280,794	233,491	-17%
Motor Vehicle	486,375	481,128	-1%
One-Time	-	180,224	
Total	2,947,924	2,501,619	-15%
April 2016 - Final			
Lodging	30,540	22,713	-26%

Please find the Preliminary May 2016 sales tax update below.

Year-to-date Actual vs. Budget, we are \$47,072 short.

As far as the monthly projection goes, we are \$146,675 short of what we needed to collect this month to meet our annual budget. This does not include motor vehicle tax.

May 2016 - Preliminary			
Category	2015 YTD	2016 YTD	% Change
Base	1,018,342	936,693	-8%
Commercial	798,198	774,006	-3%
Industrial	844,455	317,326	-62%
Utilities	333,209	279,630	-16%
One-Time	-	180,224	
May 2016 - Preliminary			
Lodging	39,124	29,699	-24%



New Business License List - June

The chart below is a list of new Business and Tax License Applications received. The columns show the company and Doing Business As (DBA) name. “In/Out” indicates whether the business is located “In” Evans or “Out” of Evans. “Account Start” is the date the business/account started, location address and (NOB) nature or type of business conducted.

New businesses located in Evans go through a review process. Please contact me by email at jpacheco@evanscolorado.gov or by phone at 970-475-1109 if you would like to know if an Evans business listed below was approved, denied or still under review.

Business/Doing Business As	License	Address	NOB
Iconex LLC Iconex LLC	O 6/1/2016	3097 Satellite Blvd Bldg 700 Duluth, GA 30096	Other converted paper
Major Woodcraft LLC Major Woodcraft LLC	O 6/1/2016	3750 W 24th St #11-105 Greeley, CO 80634	Fence Installation & Repair
MCC and Services LLC MCC and Services LLC	O 6/1/2016	308 E 29th St Rd Greeley, CO 80631	General Contracting
Stewart Organization, Inc. The Stewart Organization, Inc.	O 6/1/2016	2300 Gateway Drive Irving, TX 75063	Copier Leasing, Sales &
Choice Services Inc Choice Services Inc	O 6/3/2016	2125 9th St Greeley, CO 80631	Carpenter
David Bear Inc David Bear Inc	O 6/7/2016	4424 114th Street Urbandale, IA 50322	Supplier of construction components - structural steel
The Sherwin Williams Company (HQ) The Sherwin Williams Company (HQ)	O 6/7/2016	101 W Prospect Ave Cleveland, OH 44115	Sales of paint and related products
Floyd Bryant Metcalf Platte Constructors LLC.	O 6/13/2016	3758 E. 104th Ave Box 202 Thornton, CO 80233	Excavating & Utilities
Rico Industries 85 Liquor	O 6/20/2016	3705 W Service Rd Evans, CO 80620	Liquor Store
Danny Brown A Team Carpet Cleaners LLC.	O 6/20/2016	3615 Pueblo Street Evans, CO 80620	Carpet Cleaning
Michael L Wiedeman Michael L Wiedeman	I 6/28/2016	4350 37th St Evans, CO 80620	Farming

COUNCIL COMMUNICATION

DATE: July 19, 2016
AGENDA ITEM: 11.B
SUBJECT: Adjournment to Executive Session

AGENDA ITEM DESCRIPTION:

The City Council will adjourn into an executive session to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators, pursuant to C.R.S. 24-6-402(4)(e).

FINANCIAL SUMMARY:

N/A

RECOMMENDATION:

N/A

SUGGESTED MOTIONS:

“I move to go into Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators, pursuant to C.R.S. 24-6-402(4)(e).”

COUNCIL COMMUNICATION

DATE: July 19, 2016

AGENDA ITEM: 11.B

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

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

AGENDA ITEM DESCRIPTION:

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

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

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

FINANCIAL SUMMARY:

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

RECOMMENDATION:

Staff recommends approval of the Agreement.

SUGGESTED MOTIONS:

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

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

495



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**PUBLIC IMPROVEMENTS
DEVELOPERS AGREEMENT
FOR
CITY OF EVANS
(Tuscany - First Filing)**

THIS AGREEMENT, made and entered into between the **CITY OF EVANS, COLORADO**, a municipal corporation, (hereinafter referred to as the "City"); and Tuscany LLC, a Colorado limited liability company (hereinafter referred to as "Developer" or "Owner") and Harry L. Wiedeman (hereinafter referred to as "Owner");

WITNESSETH:

WHEREAS, the Developer is the owner/contract purchaser of a parcel of land (hereinafter called the "Development") situated in the City of Evans, County of Weld, State of Colorado, the description of which is set forth on the attached **Exhibit "A"**, and is incorporated herein by this reference; and

WHEREAS, the developer has designated the Development as Tuscany - First Filing, a portion of which, Developer is the fee simple owner of. A copy of the development plan or subdivision plat is attached as **Exhibit "B-1"** and incorporated herein by this reference; and

WHEREAS, the Developer will develop the entire Development in multiple phases. A copy of the phasing plan is attached as **Exhibit "C-1"**, hereinafter referred to as "**Phasing Plan**"; and

WHEREAS, the Developer will develop each Phase as individual phases and the Improvements (as defined below) will be constructed consistent with each individual phase; and

WHEREAS, the Developer has agreed to undertake and complete each Phase in accordance with the City's requirements and conditions for approval of the subdivision plat or development plat, including but not limited to the ordinance or resolution approving the filing which is attached hereto as **Exhibit "B-2"** and incorporated herein by this reference; and

WHEREAS, each Phase constitutes a portion of the development commonly known as Tuscany - First Filing. The remaining filings of Tuscany will be developed in accordance with separate development agreements as negotiated between the City and Developer; and

WHEREAS, the Developer agrees and acknowledges that the expenses and public improvements to be furnished by the Developer hereunder are reasonable, necessary, appropriate, and directly benefit or the result from the impact of the Development contemplated herein.

NOW, THEREFORE, in consideration of the premises cited above and the mutual covenants and promises contained herein, the sufficiency of which is acknowledged, the City of Evans and

Developer agree as follows:

1. **Definitions:** For the purposes of this Agreement, the following words and terms shall be defined as follows:

(a) **"Developer"** includes the owner and/or owners of the land described in **Exhibit "A"** and any of the owner(s), agents, representatives, heirs, successors or assigns, of any of the property described in **Exhibit "A"**;

(b) **"Development"** means all the property, property rights and Improvements within the legal description in **Exhibit "A"**;

(c) **"Each Phase"** means each separate phase of the Development for which all necessary improvements shall be completed as described on the attached **Exhibit "C"**;

(d) **"Maintenance Guarantee"** shall mean a guarantee that the Improvements constructed shall be free from defects.

(e) **"Filing"** means the property, property rights, or improvements within the legal description, **Exhibit "A"**.

(f) **"City"** means the City of Evans, Colorado.

(g) **"City Manager", "City Attorney", and "City Treasurer"** shall include their authorized designees;

(h) **"City Official"** includes the City Manager, City Attorney, City Treasurer, Director of Public Works and their authorized designees;

2. **Public Improvements:** The Developer shall design, construct, and install at its own expense, the public improvements for each Phase which is described in **Exhibit "B"** (the Developer Requirements) and **Exhibit "C"** (the Schedule of Improvements), attached hereto and incorporated herein by this reference and hereinafter referred to as the "Improvements". Developer agrees to keep the Public Works Director informed of the progress of his/her work and a projection of when Improvements will be installed as well as the cost of such improvements. Before Developer may obtain a building permit for each Phase, Developer shall be required to deposit the Performance Guarantee with the City as described in **Section 3** below.

2.1 No building permit for any structure within the individual phases shall be issued by the City until the individual phase water lines, fire hydrants, curb, gutter, and sanitary sewer (if required) and streets, with the exception of the paving (weather permitting), serving such structures have been completed and the City having received developer's design engineer's certification that all improvements have been installed per design and written confirmation by the

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Public Works Director.

The intention is that certain Public Improvements such as street signs, street lighting, and sidewalks or other Public Improvements need not be installed if in the opinion of the Public Works Director they are not critical, but they must be installed prior to the issuance of a Certificate of Occupancy. In addition, the Performance Guarantee may also be reduced to 110% of the estimated cost of the remaining noncompleted Public Improvements provided the City receives from the developer's design engineer certification as to cost of outstanding Public Improvements and review by the Public Works Director.

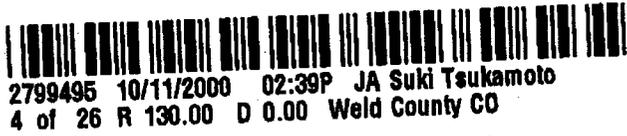
No building permits shall be issued for any structure located in excess of one hundred and fifty feet (150'), excluding culdesacs, from a single point of access unless an approved temporary second point of access is provided. Except as otherwise provided herein, the City shall not issue building permits, or install water meters unless: (1) the Improvements serving the applicable phase have been initially accepted by the Public Works Director; (2) the progress of work on the Improvements throughout the Development is satisfactory to the City; (3) meter and curb stop pass inspection; and (4) all terms of this Agreement have been faithfully kept by the Developer.

3. **Performance Guarantee:** Prior to any building permit issuance in an approved phase, the Developer shall furnish to the City a cash escrow or an irrevocable letter of credit, [hereinafter referred to as "**Performance Guarantee(s)**"] in which the City is designated as beneficiary in an amount equal to 110% of the cost of the Public Improvements within the Approved Phase as described on attached **Exhibit "C"**, the amount of which costs shall be certified by Developer's professional engineer, licensed in the State of Colorado and reviewed by the Public Works Director. The Public Works Director will monitor progress of the Development and if Developer commences development on any other Approved Phase, Developer shall obtain approval of the City Manager who shall require similar security in an appropriate amount to guarantee completion of the Improvements in such Phase.

Letters of credit shall be substantially in the form and content as set forth in **Exhibit "D-1"**, attached and incorporated herein, and shall be subject to the review and approval of both the City Attorney and City Manager.

It is acknowledged by the Developer and by the City that the estimated cost of completion of the Improvements in an Approved Phase may increase in the future. Accordingly, the City reserves the right to review such cost and if the City reasonably believes that the amount of the Performance Guarantee is inadequate, it may increase the Performance Guarantee amount at any time in the future, both before and after Developer provides the initial Performance Guarantees to the City. If a City Official exercises the option or right to adjust cost estimates for the Improvements, written notice thereof shall be given to the Developer. The Developer shall within seven days after being given written notice, provide the City with a new or amended Performance Guarantee in the amount of the increased cost estimates.

3.1 **Standards and Specifications:** Construction of the Improvements shall be in strict



conformance with the plans and specifications which are to be reviewed and approved by the Public Works Director and with all policies, ordinances, standards and specifications adopted by the City relating thereto. The City's review and approval of the plans shall not limit or affect Developer's responsibility or liability for design, construction and installation of the Improvements, and Developer agrees to save and hold the City harmless from any claims, fault or negligence attributable to such design, construction and installation (other than negligent designs which are required by the City over the objection of Developer).

3.2 **Testing:** Developer shall employ, at its own expense, a qualified independent testing company, which is to be approved by the Public Works Director, to perform all testing of materials or construction that may be reasonably required by the City. Developer shall furnish certified copies of test results to the Public Works Director.

3.3 **Inspection:** At all times during construction of the Improvements, the City shall have the right, but not the duty, to inspect materials and workmanship, at Developer's cost, and all materials and work must conform to the approved plans and specifications on file with the City. Any material or work not conforming to the approved City plans, standards, and specifications shall be promptly removed, repaired or replaced, at the Developer's expense and to the satisfaction of the Public Works Director.

3.4 **Utilities:** Developer shall furnish proof that all proper conveyances and arrangements have been made for the installation of streets, street lights, sidewalks, water, sanitary sewer, gas, electricity, cable television, telephone services, drainage facilities and other public improvements. An acceptable form of proof are copies of contracts for installation/construction for each improvement.

3.5 **Completion of Improvements:** The obligation of the Developer provided for herein shall be performed on or before the Estimated Completion Date set forth in the Exhibit "C" "Schedule of Improvements", and in no event shall Phase 1 of Filing 1 be completed later than eighteen (18) months from either the date of this Agreement, or the recordation of the subdivision plat of Phase 1, whichever date is later unless such time is extended for reasons beyond the reasonable control of Developer after the written consent of the City Manager.

4. **Initial Acceptance:** Developer shall make written application to the Public Works Director for initial acceptance of the Improvements ("Initial Acceptance") within thirty (30) days of their actual completion date. After the receipt of said written application, the Public Works Director will use reasonable efforts to promptly inspect the improvements and prepare a detailed written description of all Improvements which are not in compliance with the requirements of the City and deliver that description to the Developer. After curing such defects as are noted on the written statement provided by the Public Works Director to the Developer, the Developer shall make written application to the City for re-inspection of the Improvements, and the Public Works Director will use reasonable efforts to promptly re-inspect such Improvements.

4.1 Before Initial Acceptance of the Improvements by the City, Developer shall furnish to the Public Works Director one set of reproducible "as built" drawings, certified as to accuracy by the Developer's final affidavit of the Improvements' construction cost and attach verification reasonably satisfactory to the City.

4.2 No Improvements shall be deemed to be accepted by the City until the Public Works Director has certified, in writing, that the Improvements appear to have been completed in accordance with the applicable plans and specifications. The Performance Guarantee shall be submitted for or reduced in an amount equal to 15% of the cost of Improvements to serve as a maintenance guarantee when the Improvements are completed and accepted by the City and upon the express written approval of the Public Works Director. This shall then constitute Initial Acceptance.

4.3 Before Initial Acceptance by the City, the Developer shall provide the Public Works Director with a final affidavit, signed by the Developer, that the Improvements have been paid for, in full, by the Developer. If the Public Works Director requests, the Developer shall provide lien waivers (or some other acceptable assurance) from all subcontractors, suppliers and materialmen who have furnished labor, material or services for the design, construction or installation of Improvements. The Developer shall be responsible for the information so provided. The affidavit and lien waivers may be reviewed by the City, but the City assumes no responsibility or liability to or for anyone regarding the veracity of the information so provided.

4.4 Prior to the City's Initial Acceptance, the Developer shall provide the City with a maintenance guarantee in the form of a cash escrow deposited with the City, or an irrevocable letter of credit in the form attached hereto as Exhibit "D-1", in which the City is designated as the beneficiary, with said maintenance guarantee equal to fifteen percent (15%) of the total cost of the Improvements together with costs of all landscaping improvements including, but not limited to turf grass, trees, shrubs, irrigation systems, lighting systems, and hard surface pavement. The maintenance guarantee shall warrant and guarantee all expenses and costs for maintenance, repairs and replacements of the Improvements and all landscaping improvements for a period of one (1) year after their Initial Acceptance by the City.

4.5 After receiving a written request from the Developer, and following completion of the Improvements, the furnishing of certified "as built" drawings and a final affidavit of construction cost, the furnishing of evidence that all contractors, subcontractors, and materialmen performing work and providing labor, materials and services related to the design, construction or installation of the Improvements have been paid in full, and satisfactory evidence that terms of this Agreement have been complied with by the Developer, and the City's receipt of the maintenance guarantees) required by Paragraph 4.4, the City shall grant initial Acceptance of the Improvements in accordance with established City procedures applicable at the time of acceptance.

Until Final Acceptance of all of the Improvements in each applicable Phase of the Development by a Certificate of Completion reviewed by the Public Works Director, the



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maintenance guarantees will not be released and the Developer shall bear all risks and liability related to any loss, damage, or claims, due to defects or failures of any of the Improvements in such Phase.

5. **Maintenance, Repair and Replacement:** Until Final Acceptance of the Improvements in the Development, the Developer shall perform all maintenance and make all repairs and replacements of all defects or failure of Improvements in such Phase at Developer's expense which, in the reasonable opinion of the Public Works Director, may be necessary. If, within fifteen (15) days after the Developer's receipt of written notice from a City Official requesting such maintenance, repairs and/or replacements, the Developer shall not have undertaken with due diligence to make same, the City may make such maintenance, repairs and/or replacements at the Developer's expense and shall be entitled to draw upon the guarantee described in **Paragraph 3 or 4.4** of this Agreement, either before undertaking to make such repairs or at any time thereafter, or the City may charge the Developer for the costs thereof. In case of emergency, such written notice shall be waived and the City may proceed as it deems necessary, at the expense of the Developer or the issuers of the performance or maintenance guarantee.

6. **Final Acceptance of Each Phase:** One (1) year after the City's Initial Acceptance of all of the Improvements in each applicable phase of the Development, the Developer shall make a written request to the Public Works Director for a final inspection of the **Improvements within that Phase**. After receipt of satisfactory evidence that the Improvements in that phase of the Development have been Initially Accepted and all of the maintenance, repairs, and replacements requested by City Officials have been completed to the satisfaction of the City, the Public Works Director shall certify completion and Final Acceptance of the Improvements in such phase. The maintenance guarantees provided by the Developer shall be released after the Final Acceptance of all of the Improvements in that Phase have been granted and the approved certificate of completion has been received by the City.

7. **Rights-of-Way and Easements:** Before commencing the construction of any Improvements herein agreed upon, the Developer shall acquire, at its own expense, good and sufficient rights-of-way or easements, clear of any encumbrances, on all lands and facilities, if any, traversed by the proposed improvements. All such rights-of-way and easements shall be conveyed to the City and the documents of conveyance shall be furnished to the Public Works Director for recording.

At the City's request, the Developer shall provide at its sole expense a policy of title insurance insuring title in the City, free and clear of all liens and encumbrances, for all land, property and easements dedicated or conveyed (except those easements that do not affect the City's use of the property) to the City or for public use.

8. **Engineering Services:** The Developer shall furnish, at its own expense, all engineering and landscaping services in connection with the Development and the Improvements.

8.1 Engineering services shall be performed by a professional engineer registered in the



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State of Colorado and landscape design shall be performed by a landscape architect engineer and landscaping services shall conform to the City's ordinances, standards, and specifications.

8.2 Engineering services shall consist of, but not be limited to, survey, designs, plans and profiles, estimates, construction supervision, and the furnishing of necessary documents in connection therewith. All engineering plans shall be submitted for review by the Public Works Director. Landscape plans shall be submitted to and reviewed by the City Planner. The City's review will not relieve Developer, Developer's Engineer, or Developer's Landscape Architect of any responsibility or liability for design, landscaping, construction and installation of the improvements and Developer agrees to save and hold the City harmless from any claims for fault or negligence attributable to such services.

9. *Water and Sewer Service:* See attached Exhibit "B-3".

10. *Liability:*

10.1 *Indemnification:* The Developer hereby agrees to indemnify and hold the City, City Officials, its employees, agents, representatives, insurers and self insurance pool harmless from and against any and all suits, demands, actions, damages, liability, losses, claims, fees and expenses (including attorney's fees) resulting or arising in any way from any breach or default of this Agreement or any acts of omissions of the Developer, its employees, agents, consultants, representatives or subcontractors. Developer shall promptly investigate, handle, respond to, and provide defense for and defend against any such liability, claims or demands at the sole expense of Developer. Developer also agrees to bear all costs, expenses, and attorney's fees related thereto whether or not such liability, claims or demands are groundless, false or fraudulent.

10.2 *Insurance:* The Developer shall for itself and for its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of improvements maintain such liability insurance including general liability, contractors liability, professional liability, comprehensive automobile liability, worker's compensation insurance and sufficient public liability insurance as will protect the City, City Officials, its employees, agents and representatives against any and all potential liability, claims, damage, demands, losses, and expenses which may be incurred or asserted pursuant to Paragraph 10.1 above. Liability insurance shall be in the minimum amount of one hundred fifty thousand dollars (\$150,000.00) for injury to one person, or six hundred thousand dollars (\$600,000.00) for injury to two or more persons in any single occurrence, or such greater amounts as may be established by the Colorado Governmental Immunity Act, as may be amended.

Whenever requested by City or City Officials, the Developer agrees to promptly submit certificates of insurance evidencing sufficient amounts, types and duration of insurance and which show the City, City Officials, its employees, agents and representatives as additional insureds. Developer shall not be relieved of any liability, claims, demands or other obligations assumed or set forth in this Developer's Agreement by reason of its failure to procure or maintain such insurance,

or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

10.3 **Drainage Liability:** Developer shall indemnify and hold the City harmless from any liability the City may have on account of any change in the nature, direction, quantity, or quality of drainage flow resulting from the Development. In addition, Developer shall reimburse the City for any and all costs, fees, and expenses, including attorney's fees, which the City incurs in acquiring any rights-of-way or easements which the City is required to acquire or condemn or which the City is held to have acquired or condemned for drainage as a result of this Development.

10.4 **Tax Liability:** Developer shall pay any outstanding taxes, encumbrances or obligations on any property dedicated or conveyed to the City prior to or at the time of such dedication or conveyance, and shall indemnify and hold the City harmless from any and all encumbrances, obligations, or tax liability incurred prior to the dedication or conveyance to the City. Any use tax due for construction materials shall be paid prior to construction of any improvements on the property.

10.5 **Cost Reimbursement to City.** Developer shall reimburse City for outside professional consultants such as engineers, testing companies, and attorneys necessitated by processing and completion of this development.

11. **Breach of Agreement:** If at any time this Agreement or any part hereof has been breached by Developer or if satisfactory progress has not been made on the design, construction, installation, repair, replacement or maintenance of the Improvements, the City may draw on the performance or maintenance guarantees designated in Paragraph 3 and 4.4 of this Agreement and the City may withhold approval of any or all building permits, certificates of occupancy, water meters or tap hook-ups for any area within the Development. Notwithstanding these rights and remedies, the City may pursue whatever additional remedies it may have against Developer or anyone, either at law, equity or pursuant to this agreement. The City's remedies shall be cumulative.

12. **No Waiver:** Delays in enforcement or the waiver of any one or more breaches of this Developer's Agreement by the City shall not constitute a waiver of any of the remaining terms or obligations.

13. **Severability:** If any provisions or parts of this Developer's Agreement are judged to be unenforceable or invalid, to the extent practicable, such judgment shall not affect, impair or invalidate the remaining parts of this Agreement, the intention being that the various parts and provisions hereof are severable.

14. **Recording of Agreement:** A Notice of this Developer's agreement substantially in the form as shown on Exhibit "E" is to be recorded with the approved subdivision plat or development plan and shall be a covenant running with and against all the property, property rights and improvements contained within the Development described in Exhibit "A" in order to put

prospective owners, purchasers, successors, assigns, and others acquiring any interest in the property on notice as to the terms and obligations herein.

15. **Binding Effect:** Unless otherwise provided herein, this Developer's Agreement shall be binding upon Developer's heirs, successors, assigns, transferees and any other person or entity acquiring or purchasing any interest in any of the property described in the attached Exhibit "A", with the exception of a bona fide residential home buyer of a completed owner occupied home.

16. **Transfer or Assignments:** In the event of a sale or transfer of any portion of the Development, except to a bona fide residential home buyer of a completed owner-occupied home, the seller or transferor and the purchaser or transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Developer's Agreement unless, prior to the transfer or the sale, a written agreement satisfactory to the City delineating and allocating the various rights and obligations for the improvements, has been approved and executed by the City Council.

17. **Title and Authority:** Developer expressly warrants and represents to the City that it is the record owner of Phase 1 of Filing 1 and further represents and warrants, together with the undersigned individual(s) that the undersigned has full power and authority to enter into this Developer's Agreement. Developer and the undersigned understand that the City is relying on the representations and warranties contained herein, in approving the final development plat and in entering into this Agreement.

18. **Other Special Provisions:** Any other special terms, conditions or provisions relating to this Development are set forth in Exhibit "B-3" attached hereto and incorporated herein by this reference.

19. **Notice:** Any notice to Developer or the City, which may be given under the terms of this Agreement, shall be in writing and shall be deemed sufficiently given when sent certified U.S. Mail and 1st Class Mail, postage prepaid addressed as follows:

TO DEVELOPER:

Tuscany LLC
Attention: Jim Martin
2020 Clubhouse Dr. #200
Greeley, CO 80634

TO CITY:

CITY OF EVANS
Attention: CITY MANAGER
1100 37th Street
Evans, CO 80620-2036

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Developer's Agreement, the parties have set their hands below on this 27th day of September 2000.



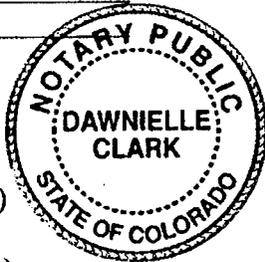
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OWNER: Tuscany, LLC

By: [Signature] 9-27-00
Title Date

ATTEST:

Secretary/Member Date
(SEAL)
STATE OF COLORADO)
COUNTY OF WELD)ss.



SUBSCRIBED AND SWORN to before me this 27th day of Sept 2000, by
Jim Martin

WITNESS my hand and official seal.

My commission expires: 8/10/03

[Signature]
Notary Public



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OWNER: Harry L. Wiedeman

By: Harry L. Wiedeman 9-27-2000
Title Date

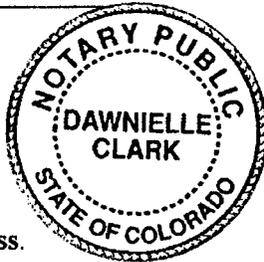
ATTEST:

Secretary/Member Date

(SEAL)

STATE OF COLORADO)

COUNTY OF WELD)ss.



SUBSCRIBED AND SWORN to before me this 27th day of Sept 2000, by
Harry L. Wiedeman.

WITNESS my hand and official seal.

My commission expires: 8/10/03

Dawnielle Clark
Notary Public

CITY OF EVANS, COLORADO
A Municipal Corporation

By: Sherry Melley
Mayor

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**PUBLIC IMPROVEMENTS
DEVELOPER'S AGREEMENT
FOR
THE CITY OF EVANS**

EXHIBITS

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EXHIBIT B-3:	Additional Terms, Conditions or Provisions
EXHIBIT C:	Schedule of Improvements
EXHIBIT C-1:	Phasing Plan
EXHIBIT D-1:	Irrevocable Letter of Credit Form
EXHIBIT E:	Notice of Development Agreement (to be recorded)


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EXHIBIT A

**LEGAL DESCRIPTION
(Development)**

A tract of land located in the Southwest Quarter of Section 23, Township 5 North, Range 66 West of the 6th Principal Meridian, County of Weld, State of Colorado, Described as follows:

Lot B as recorded in Book 1242 as Reception Number 02189583 at the Weld County Clerk and Recorders Office.

Said Tract containing 149 acres, more or less.

EXHIBIT B

DEVELOPER REQUIREMENTS

1. ***Engineering Data***

Final engineering drawings shall be submitted to and reviewed by the Director of Public Works or his designee.

2. ***Water and Sewer Lines***

Final sewer and water design plans shall be submitted to and reviewed by the Director of Public Works or his designee.

3. ***Drainage Design***

Final Drainage Design Plans shall be submitted to and reviewed by the Director of Public Works or his designee.

4. ***Easement and Right-of-Ways***

All easements as approved by utility companies shall be submitted to and reviewed by the Director of Public Works or his designee, or are otherwise described on the final plat.

5. ***Building Permits***

No building permits will be issued until the final plat of Filing 1 has been approved by the City and recorded with Weld County and Improvements have been constructed as shown on Exhibit "B-3" except as otherwise provided in Paragraph 2.1 of this Agreement.

Note: Items shall be added or deleted as needed to show all requirements for a specific development.

EXHIBIT B-1

FILING ONE PLAT

Tuscany - First Filing, Reception No. 2756849, recorded on 3/12/2000.



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EXHIBIT B-2

CITY OF EVANS, COLORADO

ORDINANCE NO. 009-00

AN ORDINANCE APPROVING TUSCANY SUBDIVISION PRELIMINARY PLAN AND FINAL PLAT, DESCRIBED AS A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE 6 P.M., IN THE CITY OF EVANS, COUNTY OF WELD, STATE OF COLORADO

WHEREAS, application has been made to the City of Evans for a subdivision of certain lands described as Tuscany Subdivision being a portion of the Southwest Quarter of Section 23, Township 5 North, Range 66 West of the 6th P.M., City of Evans, County of Weld, State of Colorado, and

WHEREAS, the Planning Commission has recommended to the City Council that they approve such request, and

WHEREAS, both a Preliminary Plan and Final Plat have been submitted for approval, and

WHEREAS, the City Council after considering the Planning Commission's recommendations, reviewing the file herein, and conducting a hearing concerning the request, finds as follows with respect to the Preliminary Plan:

1. The subdivision will be served by a public water system that will not create an unreasonable burden on the existing water supply.
2. The subdivision will be served by a sanitation system that will not result in water pollution.
3. The subdivision will not cause soil erosion or a reduction in the capacity of the land to hold water so that a dangerous or unhealthy condition may result.
4. The subdivision will not cause air pollution.
5. The subdivision will not:
 - a. Cause unreasonable street or highway congestion or unsafe conditions with respect to the use of the streets or highways, existing or proposed.
 - b. Cause unreasonable burden on the ability of a school district to provide educational services.
 - c. Place unreasonable burden on the ability of the City to provide water, sewage, fire, police, hospital, solid waste disposal, and other services.
 - d. Have an undue adverse effect on the scenic or natural beauty of the area, aesthetics, historic sites, or rare and irreplaceable natural area.
 - e. Have an undue adverse effect on wildlife and their habitat and open space.

and finds as follows with respect to the Final Plat:

1. The Plat conforms to adopted rules, regulations, and ordinances currently in force and affecting the land and its development in the City.
2. The Plat conforms with the approved Preliminary Plan.



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

Section 1. Preliminary Plan Approval: The Preliminary Plan for Tuscany Subdivision located in the Southwest Quarter of Section 23, Township 5 North, Range 66 West of the 6th P.M., City of Evans, Weld County, Colorado is hereby approved.

Section 2. Final Plat Approval: The Final Plat, titled Tuscany Subdivision, as drawn by Jim Sell Design as project number PDP, located in the Southwest Quarter of Section 23, Township 5 North, Range 66 West of the 6th P.M., City of Evans, Weld County, Colorado is hereby approved.

Section 3. Conditions: Prior to the issuance of any building permits:

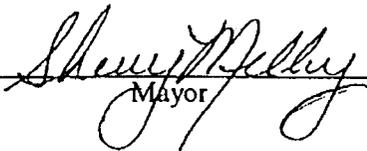
- 1) The owner, their heirs, successors and assignees acknowledge the fact that the City of Evans shall require a Developer's Agreement be entered into prior to the transfer of ownership of property or the issuance of a building permit, whichever shall occur first. A Developer's Agreement shall be entered into by the developer and the City of Evans.
- 2) Tuscany Subdivision will contain the following variances:
 - a) Setbacks: 15' front of building and 20' front of garage, back of sidewalk and 5' interior side yard;
 - b) 6,000 square foot minimum lot size requirement to be reduced for the single family residential lots centrally located in the north part of the subdivision in accordance with the Final Plat as drawn by Jim Sell Design as project # FP-3; and
 - c) The condition there be an administrative review of the patio home covenants proposed for those smaller lots.

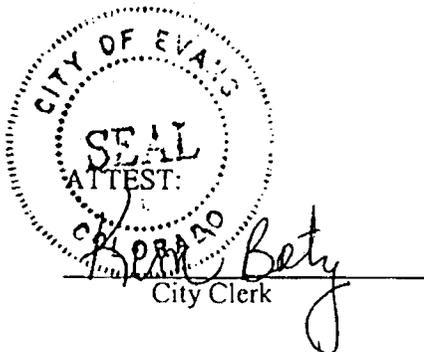
Section 4. Recordation: The City Clerk shall record the Final Plat with the Weld County Clerk and Recorder withing five (5) working days of this approval.

Section 5. 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 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 15th day of February, 2000.

CITY OF EVANS, COLORADO

By: 
Mayor



PASSED, APPROVED AND ADOPTED ON SECOND READING this 7th day of March, 2000.

CITY OF EVANS, COLORADO



Kim Bety
City Clerk

By: Sherry Melby
Mayor

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EVANS CO 6010 1058
1008 878 001
009-00

EXHIBIT B-3

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

20. **DEFAULT.** In the event of a default by either party under any provision in this Development Agreement, which shall require the party not in default to commence legal or equitable action against said defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney's fees and costs incurred by reason of the default. Nothing herein shall be construed to prevent or interfere with the City's rights and remedies specified elsewhere in this Agreement.

21. **USE TAX.** All use tax due on construction and building materials for public facilities as provided under Municipal Code Section 3.04.200, shall be paid prior to any construction activity on the property.

22. **FORTY-SEVENTH AVENUE.** Developer has submitted to the City a traffic study regarding development due to the impact caused by the development. Developer agrees to install certain improvements necessary to improve Forty-Seventh Avenue as shown on the approved construction plans. Developer shall begin construction of improvements to Forty-Seventh Avenue when traffic warrants are met as determined by the City, and all construction development has commenced for phases adjacent to Forty-Seventh Avenue.

Off-site improvements to be built by the Developer include: One-third of Forty-Seventh Avenue and curbs, gutters, and an eight foot (8') sidewalk on the east side of Forty-Seventh Avenue in accordance with construction plans as approved by the City. Access points shall be granted in accordance with an approved traffic study as shown on approved construction plans.

23. **THIRTY-SEVENTH STREET.** Developer has submitted to the City a traffic study regarding development due to the impact caused by the development. Developer agrees to install certain improvements necessary to improve Thirty-Seventh Street as shown on the approved construction plans. Developer shall begin construction of improvements to Thirty-Seventh Street when traffic warrants are met as determined by the City, and all construction development has commenced for phases adjacent to Thirty-Seventh Street. Developer *shall not* be responsible for any improvements to Thirty-Seventh Street bordering the properties shown on the final plat as outlots identified as the Wiedeman and Vogel properties.

Off-site improvements to be built by the Developer includes: One-third of Thirty-Seventh Street and curbs, gutters, and an eight foot (8') sidewalk on the north side of Thirty-Seventh Street in accordance with construction plans as approved by the City. Access points shall be granted in accordance with an approved traffic study as shown on approved construction plans.

24. **TRAFFIC SIGNAL - INTERSECTION OF THIRTY-SEVENTH STREET AND FORTY-SEVENTH AVENUE.** Developer shall pay twenty-five percent (25%) of the cost of construction and design of the traffic signal at the intersection of Thirty-Seventh Street and Forty-Seventh Avenue. The decision date for construction of the traffic signal shall be made



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by the City; however, the City agrees to give the Developer one hundred eighty (180) days notice of the proposed design, construction and cost estimate of the Developer's twenty-five percent (25%) share of said construction. After completion of construction of the traffic signal, the Developer shall have the obligation to pay for its share of the entire cost within thirty (30) days of receipt of a written invoice requesting payment by the City. In the event the City has not constructed the signal by January 31, 2010, the Developer shall not have any obligation to contribute to the funding of such signal construction.

25. **OFF SITE WATER, SEWER AND STORM SEWER.** In accordance with Chapter 13.28 of the Evans Municipal Code, to the extent water and sanitary sewer lines and related facilities are constructed by Developer for the benefit of landowners and persons other than Developer, the City, following the completion of construction of such lines and facilities, shall to the extent possible, require other landowners and persons benefitting from such improvements to pay a pro rata reimbursement to Developer for the oversized portion, based on the final Water and Sanitary Sewer Plans and the Schedule of Improvements, pursuant to a separate agreement to be entered into between the City and Developer.

26. **NON-POTABLE WATER SYSTEM.** The Developer and the City agree the Development may be served by a non-potable water system for irrigation. The Developer shall provide the raw water with leased or purchased water, and cause the system to be engineered, designed, and constructed in phases. The Developer reserves the right to own and operate the water system for a fee to the users or to transfer the system to a home owners association for consideration. Under a separate agreement, the City and Developer may agree to share costs related to non-potable water systems.

27. **OPEN SPACE.** The conceptual plan for the Development illustrates a trail system encompassing the Development. Such tracts not dedicated to and accepted by the City shall be maintained by a home owners association. Upon such dedication, the City and Developer agree to work cooperatively in the process to obtain funds for trail construction.

All park/open space tracts not dedicated to the City shall be maintained by a home owners association. Under a separate agreement, the City and Developer may agree to enter into a reimbursement agreement regarding park development.

28. **MISCELLANEOUS PUBLIC IMPROVEMENTS.** Prior to construction, Developer must have approval of specific plans and designs for the following improvements:

A. Entryway signage/interior/exterior fencing, landscaping, landscape irrigation, trails, and maintenance of open space.

B. Developer shall guarantee a high level of home construction regardless of builder.

EXHIBIT C
Tuscany First Filing
Phase 1 Schedule of Improvements

Phase I Development Expenses	Volume	Unit	Section 2	Section 7	Section 14
			Qty	Qty	Qty
Sanitary Sewer					
Mains (15")	530	LF	0	530	0
Mains (8")	3000	LF	1015	433	1552
Laterals	45	EA	10	16	19
Manholes	16	EA	3	6	7
Dewatering	1	LS	1	0	0
Subdrain System					
Main Line 10"	1351	LF	722	629	0
Main Line 8"	1920	LF	293	75	1552
Laterals	45	EA	10	16	19
Stormwater					
Pipe 15"	173	LF	0	37	136
Pipe 18"	373	LF	0	373	0
Pipe 24"	437	LF	437	0	0
Pipe 30"	906	LF	30	493	383
Pipe 36"	236	LF	0	236	0
Pipe 42"	0	LF	0	0	0
Basins	9	EA	2	3	4
Manholes	4	EA	1	2	1
Potable Water System					
Main (12")	0	LF	0	0	0
Main (8")	3963	LF	1040	1243	1680
8"X1" Tap and Lateral W/ Valve	45	EA	10	16	19
Main Line Valves (12")	0	EA	0	0	0
Main Line Valves (8")	17	EA	4	6	7
Hydrents W/ Valves	9	EA	4	3	2
Streets, Walks, & Curbs					
Base Preparation (Local)	4668	SY	762	528	3378
Base Preparation (Collector)	8413	SY	2682	3351	2380
Base Preparation (Alley)	544	SY	544	0	0
Base Preparation (Boulevard)	1326	SY	404	922	0
Base Preparation (Roundabout)	0	SY	0	0	0
Curb and Gutter (Square)	2303	LF	643	645	1015
Curb and Gutter (Rollover)	5373	LF	1341	1789	2243
Curb and Gutter (Boulevard)	655	LF	300	355	0
Asphalt (local)	4668	SY	762	528	3378
Asphalt (collector)	8413	SY	2682	3351	2380
Asphalt (alleys)	644	SY	644	0	0
Asphalt (boulevard)	1326	SY	404	922	0
Asphalt (roundabout)	0	SY	0	0	0
Sidewalk	35430	SF	9530	11350	14550
Crosspans	864	SF	432	216	216
Handicapped Ramps	26	EA	9	10	7
Total					\$807,068.00



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EXHIBIT D-1

FORM--IRREVOCABLE LETTER OF CREDIT
(To be completed prior to issuance of first building permit)

NAME OF ISSUING BANK _____

ADDRESS OF ISSUING BANK _____

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

ATTENTION: CITY OF EVANS ATTORNEY AND CITY MANAGER

We hereby establish, at the request and for the account of this Irrevocable Letter of Credit in favor of the City of Evans in the amount of \$ _____. The purpose of this Letter of Credit is to secure performance of a Developer's Agreement for _____, dated this day _____ of _____, 20____, between the City of Evans and _____.

You are hereby authorized to draw on sight by drafts or written demand up to the aggregate amount of \$ _____. The sole condition for payment of any demand made or draft drawn against this Irrevocable Letter of Credit is that the City's demand or draft be accompanied by a letter, on the City's stationary, signed by the City Manager to the effect that "the City of Evans has declared a default under the Developer's Agreement".

We hereby agree with the City of Evans and its drawers, endorsers, and bona fide holders of demands made or drafts negotiated under this Letter of Credit that the same shall be duly honored upon presentation and delivery of the documents as specified above.

This Irrevocable Letter of Credit is not transferable.

If _____ has given the City of Evans City Manager and the City of Evans Attorney 60 days prior written notice by certified U.S. Mail of the impending expiration, this Irrevocable Letter of Credit shall expire on _____, 20____; otherwise it shall be automatically renewed for an additional 12 months. Upon your receipt of our written notification of impending expiration, you may draw the unused balance of this Irrevocable Credit upon your written demand or your sight draft.

With the exception of C.R.S. § 4-5-112(1) which allows three (3) banking days in which to honor or reject a draft, demand or credit, this credit shall be governed and construed in accordance with the laws of the State of Colorado. In the event of a conflict between the provisions of the Colorado Uniform Commercial Code and the provisions hereof, the provisions hereof shall control.

Signed this _____ day of _____, 20 _____.

Issuing Bank: _____

By: _____

Officer's Title: _____

Address: _____

STATE OF COLORADO

COUNTY OF WELD

SUBSCRIBED AND SWORN to before me this _____ day of _____,
20 _____, by _____ as he _____ of _____.

WITNESS my hand and official seal.

My commission expires:

Notary Public



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EXHIBIT E

NOTICE

Please take notice that on 7th day of March, 2000, the City Council of the City of Evans, approved the final plat known as Tuscany - First Filing, which development was submitted and processed in accordance with the City of Evans Municipal Code. In conjunction therewith the City Council also approved a Development Agreement dated October 3, 2000 between the City of Evans and the Developer, pursuant to and with certain rights and obligations of the Developer, which will pass on to subsequent owners of the below-described property, is on file and may be reviewed in the office of the City Clerk of the City of Evans. The subject property for which such agreement applies is described as follows:

LEGAL DESCRIPTION ATTACHED

DATED this 3rd day of October, 2000.

Kuni Bety
City Clerk

Earl Smith
City Manager

EXHIBIT A

DISCLOSURE NOTICE

To the purchaser of the following described property:

[Insert legal description]

Also known as:

[Insert street address]

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

Homebuilder: _____

Date

Purchaser: _____

Date

Purchaser: _____

Date

EXHIBIT B

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

Fax Transmittal

To *Carl Smith*

Fax Number *330 3472*

From *Jim Martin*

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

Message

Urgent For Review Please Comment Please Reply

re: Water Dedication

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



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

February 13, 2002

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

Dear Earl:

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

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

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

Sincerely,

James L. Martin, Manager
 Tuscany, LLC

277.25
 331.75

 609.00

PHASE 1 277.25 EQR
 PHASE 2 149.00 EQR

426.25 609.00
 - 426.25

 182.75

Tuscany Parcel 1 Water Dedication

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

Tuscany Parcel 1 Water Dedication

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

Tuscany Parcel 1 Water Dedication

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

Tuscany Parcel 1 Water Dedication

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

Tuscany Parcel 1 Water Dedication

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

Tuscany Parcel 1 Water Dedication

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

Tuscany Parcel 1 Water Dedication

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

Tuscany Parcel 1 Water Dedication

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

277.25
 149.00

 426.25

CITY OF EVANS, COLORADO

RESOLUTION NO. 29-2016

A RESOLUTION ADDRESSING THE ISSUANCE OF BUILDING PERMITS FOR RESIDENTIAL UNITS WITHIN TUSCANY SUBDIVISION, FIRST FILING, PHASE II

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, certain real property known as the Tuscany Subdivision, located within the City was previously subdivided and platted as specifically described in the plat approved by the City for Tuscany Subdivision – First Filing, including Phase I and Phase II; and

WHEREAS, in connection with the development of the Tuscany Subdivision, the City and the Developer entered into a Public Improvements Developers Agreement for City of Evans (Tuscany – First Filing) dated on or about September 27, 2000, as amended (“the Development Agreement”); and

WHEREAS, the issuance of building permits in connection with residential lots within Phase II contemplated the provision by the Developer of Equivalent Residential Units (“EQRs”) in a specified amount for each such residential lot; and

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

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

WHEREAS, many of the improvements the original Developer was obligated to construct under the Development Agreement, including but not limited to a non-potable water system and associated water rights, have not been constructed or provided and the original Developer took bankruptcy several years ago; and

WHEREAS, the City Council wishes to encourage the construction of additional residential units within Phase II.

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

1. Building permits for residential lots within Phase II, Tuscany Subdivision, First Filing may be issued upon compliance with the following conditions related to EQRs and non-potable water, in addition to all other City requirements for the issuance of such permits:

a. Dedication to the City of one-half the number of EQRs previously designated for each residential lot or payment to the City of a fee in lieu of such dedication based on a figure of \$16,850 per EQR, with appropriate adjustments annually for inflation.

b. Provision of a disclosure to the purchaser of a residence in Phase II in the form attached hereto as Exhibit A (or other form deemed satisfactory by the Public Works Director), with such disclosure form to be signed by such purchaser prior to issuance of a certificate of occupancy.

2. 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.

3. 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 AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF EVANS ON THIS 19th DAY OF JULY, 2016.

ATTEST:

CITY OF EVANS, COLORADO

Raegan Robb, City Clerk

BY: _____
John L. Morris, Mayor