

If you would like to address City Council, please submit by email to: kfrawley@evanscolorado.gov. This can be done at any time, up to and throughout the City Council Meeting. This can also be done via phone at (970) 475-1104 with a cut off time of 6:15 p.m. Also, citizens can submit questions via a chat option in the Zoom program during the meeting. You will be recognized to speak during the "audience participation" portion of the agenda.

AGENDA

City Council Regular Meeting

April 06, 2020 - 7:00 PM

Virtual Meeting

(Meeting will not be held at City Hall)

Conferencing Access Information: <https://us04web.zoom.us/j/561394889>

Join via phone at: 720-707-2699

Meeting ID: 561 394 889

An informational packet containing all agenda material is available for public inspection on our website at www.evanscolorado.gov. The agenda is posted on the bulletin board adjacent to the Council Chambers.

1. CALL TO ORDER

2. PLEDGE

3. ROLL CALL

Mayor:	Brian Rudy
Mayor Pro-Tem:	Mark Clark
Council:	Alicia Johnson
	Laura Speer
	Tammy Mortenson
	Amanda Castle
	Fred Neal

4. PROCLAMATION

A. Victims' Rights Week

5. AUDIENCE PARTICIPATION

The City Council welcomes you here and thanks you for your time and concerns. If you wish to address the City Council, this is the time set on the agenda for you to do so.

If you joined the meeting over the phone: During the audience public comment period, hit *9 on your phone to let us know you want to make a public comment. Or, sign up to make a comment prior to the start of the meeting by emailing your name, address, and phone number that you're calling from to kfrawley@evanscolorado.gov.

If you joined the meeting with the link above: enter your name and address in the Zoom chat box and you will be called upon to give your comment.

6. APPROVAL OF AGENDA

7. CONSENT AGENDA

The consent agenda is reserved for matters which are considered to be routine and uncontroversial. Any item may be removed from the consent agenda and placed on the regular agenda at the request of the Mayor or a City Council member.

- A. Approval of the March 17, 2020 City Council Meeting Minutes

8. NEW BUSINESS

- A. Consideration of Approval of the Development Agreement for Wildhorse at Tuscany
- B. Consideration of a Memorandum of Understanding between Sonoran Institute and the City of Evans for Technical Assistance in Water Efficiency Planning
- C. Consideration of Participation in Weld County Community Development Block Grant (CDBG) Program—Urban Entitlement—Weld County

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 Receive Legal Advice from the City Attorney on Specific Legal Questions and to Develop Strategies and Direct Negotiators Regarding 31st Street and 37th Street Grant Funding, Pursuant to Section 24-6-402(4)(b) and (d) C.R.S.
- B. Executive Session Regarding Possible Acquisition of Property, Pursuant to Section 24-6-402(4)(a) C.R.S.

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 Manager at the City of Evans. Please provide three to five business day's advance notice so we can adequately meet your needs.

PROCLAMATION



RECOGNIZING THE WEEK OF APRIL 19TH THROUGH 25TH, 2020 NATIONAL CRIME VICTIMS' RIGHTS WEEK IN THE CITY OF EVANS, COLORADO

WHEREAS, the victims' rights movement has resulted in the passage of laws at the local, state, and federal levels that established essential rights for victims; and

WHEREAS, crime victims' rights acts passed here in [state name] and at the federal level have provided victims with ways to participate meaningfully throughout the criminal justice process; and

WHEREAS, the rights of crime victims are best protected when all participants in the criminal justice process—not only victims—are appropriately educated about victims' rights; and

WHEREAS, supporting victims of crime is crucial to the U.S. justice system because our support honors the experiences of victims and allows them to find autonomy and empowerment through achieving self-defined goals; and

WHEREAS, we must help victims access the justice, assistance, and support they need to rebuild their lives; and

WHEREAS, advocacy by and for victims of crime is itself a form of seeking justice, no less than justice sought in the courts; and

WHEREAS, the accomplishments of the victims' rights movement—achieved through compassion and collaboration, and built on the courageous advocacy of individual victims and their families across the country—inspire in us hope for future progress and greater healing; and

WHEREAS, we are determined to respond to crime and violence by helping victims find not only support, recovery, and justice, but also a sense of hope for their future; and

WHEREAS, National Crime Victims' Rights Week provides an opportunity to recommit ensuring that accessible, appropriate, and trauma-informed services are offered to all victims of crime; and

WHEREAS, the City of Evans is hereby dedicated to strengthening victims and survivors in the aftermath of crime, building resilience in our communities and our victim responders, and working for justice for all victims and survivors.

THEREFORE, BE IT RESOLVED that I, Brian Rudy, Mayor of Evans, do hereby proclaim *April 19 -25, 2020 as National Crime Victims' Rights Week.*

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Evans this 6th day of April 2020.

ATTEST:

CITY OF EVANS, COLORADO

City Clerk

By _____
Mayor

CITY COUNCIL AGENDA REPORT

DATE: April 6, 2020

AGENDA ITEM: 7.A

SUBJECT: Approval of the March 17, 2020 City Council Meeting Minutes

PRESENTED BY: Karen Frawley, City Clerk

AGENDA ITEM DESCRIPTION:

Approval of minutes

FINANCIAL SUMMARY:

N/A

RECOMMENDATION:

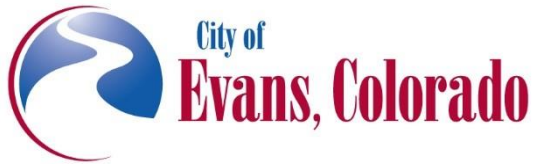
N/A

SUGGESTED MOTIONS:

“I move to approve the minutes as presented.”

ATTACHMENTS:

March 17, 2020 City Council Meeting Minutes



MINUTES

City Council Regular Meeting
March 17, 2020 - 7:00 PM

1. CALL TO ORDER

Mayor Rudy called the meeting to order at 7:03 p.m.

2. PLEDGE

3. ROLL CALL

Mayor: Brian Rudy
Mayor Pro-Tem: Mark Clark
Council: Alicia Johnson
Laura Speer
Tammy Mortenson
Amanda Castle
Fred Neal

4. PROCLAMATION

- A. Americanism Day
- B. Arbor Day

5. AUDIENCE PARTICIPATION

There was no audience participation

6. APPROVAL OF AGENDA

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

7. CONSENT AGENDA

The consent agenda is reserved for matters which are considered to be routine and uncontroversial. Any item may be removed from the consent agenda and placed on the regular agenda at the request of the Mayor or a City Council member.

- A. Approval of the March 3, 2020 City Council Meeting Minutes
Mayor Pro-Tem Clark made the motion, seconded by Council Member Castle to approve the consent agenda as presented. The motion passed with all voting in favor thereof.

8. NEW BUSINESS

- A. Consideration and Possible Adoption of Resolution Number 08-2020 A Resolution Approving a Policy to Allow Electronic Participation in City Council Meetings During Times of Emergency or Disaster

Scott Krob, City Attorney informed the Council that the city charter requires members of the Council to be physically present in order to establish a quorum. There was a discussion several years ago about participating remotely for Council Meetings and the feeling with the Council at that time is during emergency circumstances it makes sense to be able to establish a quorum remotely. With the new emergency now, this resolution, if approved, would allow Council to participate by electronic means during this time. It doesn't require Council to participate remotely but allows for it under emergency circumstances. It does require one Council Member to be present if medical recommendations allow for that and also states that the building must be open for public comment at least until we can provide a method where the public can participate remotely on a reliable basis.

Council Member Speer asked if this policy will be in place for this emergency only or if it will be for anytime a state of emergency is issued by the City or State. Scott Krob responded that it has been drafted to that anytime an emergency has been declared, it will be in effect.

Council Member Johnson made the motion, seconded by Council Member Castle to approve Resolution No. 08-2020, a policy authorizing electronic participation in City Council meetings during emergency or disaster circumstances. The motion passed with all voting in favor thereof.

- B. Consideration of Resolution Number 09-2020 a Resolution Declaring Disaster Emergency due to Coronavirus (COVID-19)

Mr. Becklenberg informed the Council that the City, County, State, and Nation are facing the COVID-19 infectious disease emergency. As of March 13th, Weld County had reported at least 2 confirmed cases of persons with COVID-19. Incubation period of exposure to onset of symptoms is two to fourteen days. Based on circumstances that the City has faced with the ability to support ongoing services and the rising cases in Weld County, on March 16th, the Mayor and City Manager pursuant to state statute and our municipal code declared a state of disaster emergency. The most important effect of that declaration is that the City will now be positioned to accept benefits from the Federal Government should they become available. The code also requires that within seven days of the initial disaster, the Council must approve a resolution declaring a disaster for the state of disaster to continue. Staff is requesting Council approve the Resolution.

Mayor Pro-Tem Clark made the motion, seconded by Council Member Johnson to approve Resolution No. 09-2020, a resolution declaring disaster emergency due to Coronavirus (COVID-19). The motion passed with all voting in favor thereof.

C. Consideration of Resolution Number 06-2020 Supporting Ballot Question 2A

Mr. Becklenberg informed the Council that the City is still engaged in its Municipal Election and the City has placed a question on that ballot, measure 2A regarding a one percent tax increase. Staff has strived to be informational as opposed to advocating for voting for the tax. At the January 21st Work Session, the City Attorney stated that if the Council wanted to advocate for the ballot measure, they could do so by a resolution supporting the measure.

Mayor Pro-Tem Clark stated that he is full support of measure 2A and that it will benefit the City greatly.

Council Member Castle stated that she wanted to reiterate the cost savings this will provide the residents noted in the ballot language itself.

Mayor Rudy stated that due to circumstances, staff was not able to host the open house on Monday night, but if there are any questions about the measure please reach out to any of the Council Members for their Ward and they will be happy to answer any questions about it. Mayor Rudy stated that the City really needs this, and things are just going to get worse and more expensive the more they deteriorate.

Council Member Neal stated that Council has reached out to staff and if this measure passes have requested for a minimum at least annually of a report that will be placed in the water bill on how the money was collected and how it was spent.

Council Member Speer stated that while we are going through some tough times currently, the community is pulling together to support each other and supporting this 2A would be a great asset to help our small businesses in the future when we recover. Even though we are in a troublesome time right now, we really need to dig down and say yes. Council Member Speer wanted to address Council's support of the 2A ballot measure and let citizens know that Council will make sure that the funds that come through are spent appropriately where there were promised they would be spent and will be transparent with it.

Council Member Johnson stated that she echoes all of the statements and that while we are going through hard times and a lot of people are facing a hard time, we are a community and are here to help each other and please support 2A and say yes.

Council Member Mortenson made the motion, seconded by Council Member Castle to adopt Resolution No. 06-2020. The motion passed with all voting in favor thereof.

D. Consideration of Resolution No. 07-2020 in Support of a Division of Local Affairs Energy/Mineral Impact Assistance Fund Grant Application

Mr. Becklenberg informed the Council that the State of Colorado Division of Local Affairs (DOLA) has an excellent grant program for communities like Evans. The City has used this grant several times, most recently for the 37th Avenue utility improvements. This grant is geared towards communities with significant impact from the oil and gas industry. Staff has been aggressive in applying for these grants and this is no exception. Staff anticipates applying for a \$80,000 grant and the city's match would be \$80,000 and the funding is already budgeted. Staff is recommending Council adopt this resolution.

Council Member Castle made the motion, seconded by Council Member Neal to adopt Resolution No. 07-2020 in support of a DOLA grant application and to approve a preliminary budget revision to carry forward the \$150,000 of funding for the Comprehensive Plan from the 2019 budget. The motion passed with all voting in favor thereof.

E. Consideration of Acceptance of 2020 Water-Wise Landscape Grant from Northern Colorado Water Conservancy District

Mr. Becklenberg informed the Council that this is a grant from the Northern Colorado Water Conservancy District for a water-wise landscape project that will fund fifty percent of the accepted project and demonstrate water efficient landscape that can also serve as water education sites for the public. The city put forward a project that would re-landscape the corner of 11th Avenue and Highway 34 at the Cemetery. Staff is requesting Council accept the grant as part of the required process.

Mayor Pro-Tem Clark stated that staff is doing an excellent job writing grants because the City is awarded many grants and it is fabulous to see.

Council Member Speer stated that it is essential we receive as many grants as we can with how low our budget is and we could not do half as much as we currently do without these grants.

Council Member Neal stated that he has a great love for grant writers and staff has been outstanding being able to seek and find grants.

Council Member Speer made the motion, seconded by Council Member Johnson to accept the Northern Colorado Collaborative Water-Efficient Landscape Grant and authorize the Mayor's signature on the Grant Agreement. The motion passed with all voting in favor thereof.

9. REPORTS

A. City Manager

Mr. Becklenberg informed the Council that the COVID-19 emergency has been the primary focus for staff.

B. City Attorney

Mr. Scott Krob informed the Council that as a note of caution during the COVID-19 emergency status relating primarily to the Colorado Open Records Act and the Open Meetings Law and even though we are in emergency circumstances they still apply. As we do more and more things electronically and remotely, it is more and more likely for Council to step out of those bounds. Keep in mind that under the Colorado Open Records Act that texts and emails are open to the public. Under the Open Meetings Laws, if you are sending an email to the entire group, that is a communication. However, if you reply all, then you have started an

electronic discussion and it becomes a meeting. Anytime you get an email, it is important that you respond to only that one person who sent the original email, so it doesn't become a meeting. Also keep in mind, that anytime more than two members are involved, it is considered a meeting.

10. AUDIENCE PARTICIPATION (general comments)

There was no audience participation

11. ADJOURNMENT

The meeting was adjourned at 7:34 p.m.

DRAFT

CITY COUNCIL AGENDA REPORT

DATE: April 6, 2020
AGENDA ITEM: 8.A
SUBJECT: Consideration of Approval of the Development Agreement for Wildhorse at Tuscany
PRESENTED BY: James L. Becklenberg, City Manager
Randy L. Ready, Assistant City Manager
Anne Best Johnson, Community Development Director

AGENDA ITEM DESCRIPTION:

On October 14, 2019, the City approved the Site Plan for the Wildhorse at Tuscany development (Exhibit G of the Development Agreement). This development meets all requirements of the Evans Land Development Code for the R-3 Zone District that it is in. It was administratively approved through the Site Plan process for 171 apartment units in three buildings. There are 90 one-bedroom units, 7 two-bedroom units and 9 three-bedroom units proposed. Site amenities will include a playground, dog run, clubhouse and pool. The 7.23-acre project location is at the southeast corner of 47th Avenue and Tuscany Street.

The final step of the approval process includes City Council review and approval of the Development Agreement associated with this project. The Development Agreement (Attachment "A") outlines the on- and off-site improvements and legal requirements associated with developing the property.

This report summarizes the major points of the Development Agreement (DA) that has been jointly drafted by the City of Evans and the Developer along with consultation with the City Attorney and the Developer's attorney. The following items are listed in this agreement for reference:

Specific improvements, agreements or obligations are listed below:

1. The standard warranty requirement of 115% and post-release of 15% is proposed. The warranty period will be for two years.
2. Tuscan Way (DA Section 8.a. paragraph 3). The developer will provide to the City cash-in-lieu in the amount of \$45,000. This amount includes the cost of curb and gutter replacement, sidewalk installation, half of a local paved street section, inclusive of design and engineering fees. The City will hold this funding in escrow and use it to pay for the north half of Tuscan Way along the Wildhorse frontage when the developer of the property to the south (The Villagio) develops.
3. Overhead Utility Lines (DA Section 8.a. paragraph 5). The developer will pay \$18,354 to the City in lieu of placing existing overhead utility lines underground. The City will coordinate the relocation services along with the other utility work to be done as part of the 47th Avenue Widening Project.

4. Sidewalk along 47th Avenue (DA Sections 8.a. paragraph 7 and 9.r). Developer will pay \$56,000 to the city in lieu of constructing the sidewalk along 47th Avenue. The City will coordinate installation with 47th Avenue widening activities.
5. Sewer Repair (DA Section 8.a. paragraph 8). Developer will pay \$7,700 to the city in lieu of repairing and replacing the sanitary sewer line on the property to the south of the development site.
6. The Developer is responsible for the following:
 - a. Construction of the stormwater detention facilities on site and those facilities leading to Tract O in perpetuity.
 - b. Landscaping and irrigation improvements and maintenance.
 - c. Construction of water, sanitary sewer and non-potable water lines.
7. Sewer Line Reimbursement (DA Section 9.o). The Developer is aware of the required reimbursement to the Ashcroft Draw Sanitary Sewer Joint Venture Reimbursement Agreement and will reimburse the Joint Venture \$6,775.88.
8. Tuscany Neighborhood Non-Potable Project (DA Section 9.q). Developer will contribute \$78,291 for an up-front surcharge of the cost to develop the non-potable water project.

FINANCIAL SUMMARY:

The City will be accepting cash-in-lieu fees as well as service fees from the Developer for the following activities as described above:

- a. Tuscan Way improvements
- b. Overhead Utility Line underground placement
- c. Sidewalk along 47th Avenue
- d. Sewer repair
- e. Tuscany Neighborhood Non-Potable Project

RECOMMENDATION:

Staff recommends that the City Council approve the Wildhorse at Tuscany Development Agreement.

SUGGESTED MOTIONS:

“I move to Approve the Development Agreement for Wildhorse at Tuscany and authorize the mayor to sign the Development Agreement”

“I move to Deny the Development Agreement for Wildhorse at Tuscany and NOT authorize the mayor to sign the Development Agreement.”

ATTACHMENTS:

- Development Agreement with all Exhibits

DEVELOPMENT AGREEMENT

Wildhorse at Tuscany

THIS AGREEMENT is made and entered into this _____ day of April, 2020.

1. Parties

The parties to this Agreement are the City of Evans, a Colorado home rule municipality (“the City”) and CPMF, LLC a Colorado limited liability company (“Developer”).

2. Recitals

a. Developer is the owner of certain real property located in the City of Evans, Colorado, described on Exhibit "A" (Legal Description) attached hereto and incorporated herein (the “Property”).

b. Developer submitted to the City an application for a Site Plan to be known as Wildhorse at Tuscany and shown on the Site Plan, (“the Site Plan”) attached as Exhibit B;

c. The Development subject to this Agreement shall be titled Wildhorse at Tuscany. The Development is an approximately 7.55-acre site located in the area depicted on Exhibit B. The Developer contemplates the Development will be used for multi-family residential uses.

d. Developer acknowledges that approval of the Site Plan along with the subsequent use of the Property will directly impact existing infrastructure and generate the need for both on-site and off-site improvements.

e. The City administratively approved the Site Plan on October 14, 2019 with Conditions of Approval and included as Exhibit G. The City administratively approved the plat for the Property, Tuscany Fourth Filing, on March 18, 2018.

f. The Site Plan has been recorded with the Weld County Clerk and Recorder and a copy is included as Exhibit B;

g. Development of the Property will necessitate providing infrastructure improvements and public services and will contribute to the economic growth of the City, and will increase future tax revenues received by the City. Developer agrees and acknowledges that the exactions and requirements set forth in this Agreement are reasonably attributable to the special impacts that will be generated by the proposed development and use of the Property, and that the terms and conditions set forth in this Agreement are necessary, reasonable and appropriate and directly benefit or result from the impact of the Development.

NOW, THEREFORE, in consideration of the premises, mutual covenants and obligations contained herein, the sufficiency of which is acknowledged, the parties mutually agree as follows:

3. Definitions

As used in this Agreement, unless specifically stated otherwise, the words and phrases used shall have the meaning as defined in the City Code. For the purpose of this Agreement the following words and phrases shall have the definitions provided for below:

a. The term “Agreement” refers to this Development Agreement.

b. The term “City Code” refers to the Municipal Code of the City of Evans, as adopted and as amended from time to time by the City Council.

c. The term “City Official” refers to and includes the City Manager, City Attorney, City Treasurer, Public Works Director, Community Development Director, and their designated representatives.

d. The term “Developer” initially refers to CPMF, LLC, as well as any entity that subsequently acquires a fee simple interest of record in any portion of

the Property as a transferee, grantee, assignee or successor of CPMF, LLC. “Developer” shall include, collectively, all of the foregoing persons or entities, all of whom shall be jointly and severally liable for the obligations and liabilities of the Developer to the extent such liability relates to the portion of the Property they purchase or otherwise obtain; provided, however, if the City approves an assignment of this Agreement to an assignee of CPMF, LLC, it shall be released from the obligations and liabilities of Developer under this Agreement. Notwithstanding the foregoing, the term “Developer” shall not include (1) purchasers of individual subdivided lots or individual residential lots or units or individual non-residential space in an approved Site Plan or Final Plat or (2) holders of a security interest in the Property or a portion thereof. The City approves a future assignment of this Agreement to Tuscany MF, LLC, so long Developer provides the City written notice that the Property has been transferred to Tuscany MF, LLC, within ten days of such transfer.

- e. The term “Development” refers to the overall plan of the Developer to develop the Property.
- f. The Term “Improvements” refers to the improvements more particularly described in Exhibit C, that the Developer is obligated to design, construct, and install at Developer’s sole cost in connection with the development of the Property.
- g. The term “Plans and Specifications” shall refer to the engineering and design documents that have been reviewed and approved by the City in connection with the Development and are denoted as Wildhorse at Tuscany, dated January 8, 2020 which includes Sheets C-1 through C-21, Landscaping/Irrigation Plans, dated February 1, 2020 & February 19, 2020 respectively, which includes Sheets L-1 through L-5 and IR-1 through IR-6.

4. Effect of Agreement

- a. Effective date. The effective date of this Agreement shall be April _____, 2020 (the “Effective Date”).
- b. This Agreement and the other provisions incorporated as part of the Site Plan are intended to prescribe a general plan for the use and development of the Property. However, except as expressly provided herein and in the Site Plan,

they do not supplant the City's land use regulations and other ordinances and regulations as they relate to the Property and shall not be construed to limit the authority of the City to adopt different ordinances, resolutions, regulations, rules, policies or codes so long as they apply throughout the City uniformly or to classes of individuals or properties uniformly; provided however, once this Development Agreement has been approved, Developer may develop the Property in accordance with the Site Plan and the Plans and Specifications, without any additional or different requirements regarding zoning or land use.

- c. The provisions of this Agreement, the Site Plan, and the Plans and Specifications reflect the requirements of the City's utilities as of the effective date of the Agreement. These provisions shall not be construed as a limitation upon the authority of the City to adopt different ordinances, rules, regulations, resolutions, policies or codes which change the charges or costs for any service or class of service or any other charges so long as they apply throughout the City uniformly or to the class of service uniformly or to all users of a particular utility system, such as a particular water system or sewer system, uniformly; provided however, once this Development Agreement has been approved, Developer may develop the Property in accordance with the Site Plan and the Plans and Specifications, without any additional or different requirements regarding zoning or land use.

- d. Except as otherwise expressly provided in this Agreement or the Site Plan, the establishment of vested property rights under this Agreement shall not preclude the application on a uniform and non-discriminatory basis of City regulations of general applicability (including, but not limited to, building, fire, plumbing, electrical and mechanical codes) as all of such regulations exist on the date of this Agreement or as they may be enacted or amended after the date of this Agreement. The Developer does not waive its right to oppose the enactment or amendment of any such ordinance, resolution or regulation on the same basis that any other member of the public could present such opposition; provided however, once this Development Agreement has been approved, Developer may develop the Property in accordance with the Site Plan and the Plans and Specifications, without any additional or different requirements regarding zoning or land use.

5. Term of Agreement

The term of this Agreement shall be five (5) years from the Effective Date (the “Term”). After the expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect; provided, however, such termination shall not affect (a) any vested rights obtained prior to such termination and contemplated to continue after such termination; or (b) any right arising from City permits, approvals or other entitlements for the Property which were granted or approved prior to, concurrently with, or subsequent to the approval of this Agreement and that were contemplated to continue after termination of this Agreement.

6. Vested Rights

- a. Sections 24-68-101, et seq., C.R.S. (the “Vested Rights Statute”), provides for the establishment of vested property rights in order to ensure reasonable certainty, stability, and fairness in the land use planning process and in order to stimulate economic growth, secure the reasonable investment-backed expectations of landowners, and foster cooperation between the public and private sectors in the area of land use planning. The Vested Rights Statute has been implemented by the City through the procedures set forth in Sections 18.01.100, et seq., of the City Code.
- b. Pursuant to the provisions of the Vested Rights Statute and Sections 18.01.100, et seq., of the City Code, the parties find that the Site Plan is a site specific development plan for the purposes of developing the Property, vesting in the Developer the right to develop the Property in the manner depicted in the Site Plan.
- c. The vested rights associated with the Development, as set forth in this Section 6, shall run with the land and shall remain in effect throughout the term of this Agreement. No other vested rights are created or intended to be created by this Agreement, the Site Plan, or any of the other documents relating to the Property. Upon expiration or termination of this Agreement all vested rights shall expire, except as otherwise specifically provided by Section 5, above.
- d. Any provisions of this Agreement or the Site Plan to the contrary notwithstanding, the City reserves the right to declare a moratorium upon a

reasonable finding by the City Council that such moratorium is necessary to protect the public health, safety or welfare, but a moratorium cannot be declared with respect to the Development for planning purposes

- e. The City finds the five (5) year duration of such vested property rights to be warranted in light of all relevant circumstances, including, but not limited to, the substantial size of the Property, the scale and phasing of the Development, economic cycles and market conditions.

7. Improvements. The public improvements associated with the development of the Property are described in Exhibit C, Developer Improvements, (“the “Improvements”). Exhibit C includes but is not limited to (1) description of Improvements, (2) Engineer’s estimate of probable costs of Improvements, and (3) Schedule of completion of Improvements. Only those items set forth on Exhibit C are considered “Improvements” for purposes of this Agreement. From time to time and upon the City’s request, Developer agrees to keep the City informed of the progress of its work and provide a projection of when Improvements will be installed as well as the approximate cost of the remaining Improvements.

8. Developer’s Obligations To Construct Improvements. Developer shall design, construct and install at its own expense, the Improvements on or before the Estimated Completion Date set forth in Exhibit C, subject to extension as provided for delays due to Force Majeure. Construction of the Improvements shall be in substantial and material conformance with the Plans and Specifications, as reviewed and approved by the Public Works Director or a designated representative, and shall be in compliance with all policies, ordinances, standards and specifications adopted by the City relating thereto in effect at the time of such construction. The City’s review and approval of the Plans and Specifications shall not impose any liability on the City and shall not limit or affect Developer’s responsibility or liability for design, construction and installation of the Improvements. Developer agrees to save and hold the City harmless from any claims, fault or negligence attributable to such design, construction and installation.

Developer agrees to the following obligations to be completed at its own expense:

- a. Acquisition of rights-of-way and easements. Before commencing the construction of any Improvements the Developer shall acquire, at its own expense,

good and sufficient rights-of-way or easements, clear of any encumbrances except permitted encumbrances to which the City has consented in advance and in writing, on all lands and facilities, if any, traversed by the Improvements. Such rights-of-way shall include 47th Avenue to the Property right-of-way prior to commencement of construction activities. All construction traffic shall use the all-weather access road during construction. Arterial Road Improvements and Dedications: The developer is required to dedicate an additional five feet (5') of right-of-way for 47th Street as required by the City of Evans for future improvements to the existing road and associated improvements. The Site Plan approval includes required dedication of public right-of-way for Tuscan Way to the south of the proposed development. The costs associated the Arterial Road Improvements and Dedications are set forth on Exhibit C.

Access and Egress: There shall be a minimum of two means of all-weather or paved ingress and egress into the Wildhorse at Tuscan development at all times for emergency vehicle access or as may otherwise be approved by the City.

The developer is required to dedicate the north half of the Tuscan Way right-of-way. The developer will also be required to pay a fee-in-lieu of improvements to the Tuscan Way right-of-way, equal to a 1/2 local street, from the 47th Avenue right-of-way to the east edge of the entrance of the development in an amount of \$45,000 as set detailed on Exhibit C. This fee-in-lieu will include the cost of curb and gutter replacement, sidewalk installation and 1/2 local street paved section per City minimum standards. This fee shall include the cost of design and engineering in addition to the cost of construction. This fee shall be payable at the time of the first building permit issuance.

Mailbox Locations: Developer shall install any cluster mailboxes required by the United States Postal Service.

Overhead Utility Lines: The City has estimated that the cost to move the overhead utility lines underground along 47th Avenue from 37th Street to the City limits (2622 ft +/-) is approximately \$917,700 (\$350/LF) based on other similar projects. The frontage of Wildhorse is 1000 ft+/- or 38% of the overall length. Based on the

frontage percentage, the developer is responsible for two percent (2.0%) of the cost or \$18,354. This fee shall be payable at the time of the first building permit issuance.

Sidewalks: Interior sidewalks shall be a minimum of five (5) feet wide four (4) inches thick) and constructed of concrete.

Sidewalk: Developer shall contribute \$56,000 toward the City’s installation of a sidewalk along 47th Avenue for the project frontage. The City shall construct the 10’ wide concrete sidewalk in conjunction with improvements being made to 47th Avenue. This fee shall be payable at the time of the first building permit issuance.

Sewer Repair: The existing sewer downstream of the property was tested in June 2018 and a report prepared documenting the results of the test dated 08/01/2018 (Exhibit H1). The results of the test showed that eight (8) manholes failed the vacuum test and two of the sewer lines failed the pressure test. The limits of this testing extended from the existing manhole at the northeast corner of 37th Street and 47th Avenue east along 37th Street and north into the site south of Wildhorse. This sewer infrastructure was constructed circa 2004 as part of a project known as Tuscany Center that went bankrupt. The sewer was never accepted by the City as testing was not completed satisfactorily before the bankruptcy. This information only came to light when a new developer was performing their due diligence on the site and tested the sewer lines themselves.

The City requested quotes from three (3) contractors to make the repairs to the existing manholes and sewer line. The City received the following quotes;

- H & H Excavation \$7,610.00
- Mountain Constructor Did not bid
- Naranjo Did not bid

Based on the quotes received, the City is recommending that H & H Excavation (“Sewer Contractor”) be awarded the contract to complete the repairs. The Developer shall contribute cash in lieu in the amount of \$7,700.00 for the repair of the existing sewer manholes (8) and sewer lines that did not pass the pressure test.

The City will contract with Sewer Contractor. The City will be responsible for cost of testing the repaired sewer manholes and sewer lines. Additionally, the City will be responsible for the testing of manholes and sewer lines running south from 37th Street to the City maintained sewer main in the Ashcroft Draw. The City will be responsible for any repairs needed on this southern sewer line.

Site Plan and As-Built Drawings: All site plan and as-built construction drawings of the Improvements shall be submitted in mylar, print, and digital form (which must conform to the City's format and content requirements).

Construction and Management of Storm Water Improvements: Developer shall construct stormwater detention facilities according to the approved Plans and Specs. Developer shall maintain and keep free of debris all of its stormwater management facilities leading to Tract O in perpetuity. The City shall have the right, but not the duty, to inspect stormwater improvements at any reasonable time to verify they are in proper working order and free of debris. Any damage or other defect in Developer's stormwater detention facilities shall be promptly corrected by Developer, at Developer's expense and to the satisfaction of the Public Works Director. The developer shall pay a surcharge fee, referenced in Section 9.q, to pay for the Tract O non-potable system.

Landscaping Improvements and maintenance: The Developer, the owners of the Property, their successors in interest and/or assigns, or property owners association are responsible for implementation and maintenance of landscaping and landscaped areas and sidewalks between the property line and public roadways. The parties specifically understand and agree that the city is not responsible for any maintenance or upkeep of the same.

The Developer shall comply with the provisions of Section 18.08.070 of the Evans City Code relating to landscaping, including but not limited to Section 18.08.070R.

Water lines: Developer will construct water lines serving the Property according to the approved Plans and Specs.

Sewer lines: Developer will construct sewer lines serving the Property according to the approved Plans and Specs or in accordance with Exhibit H, as applicable.

Non-potable Water lines: Developer will construct non-potable irrigation lines serving the Property according to the approved Plans and Specs.

b. Operation Standards during construction

1) Hours of operation of construction equipment. The operation of construction equipment outside an enclosed structure (i.e. grading, other surface improvements, underground utilities, either public or private) shall be prohibited between the hours of 8:00 p.m. and 7:00 a.m. on weekdays and 4:00 p.m. and 8:00 a.m. on legal holidays and weekends. In situations of need, and upon written request, the hours of operation may be altered by the Public Works Director.

2) Debris in public rights-of-way. The Developer shall, at all times, keep the public right-of-way free from accumulation of waste material or rubbish caused by its operation. Developer shall remove such rubbish no less than weekly and, at the completion of its work, shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials from the public right-of-way caused by its operation.

3) Erosion control requirements. Developer shall install temporary and permanent erosion control in the Development to control erosion by both wind and water. Developer shall maintain said erosion controls on a routine basis. By way of explanation and without limitation, said control may consist of seeding of approved grasses, temporary dikes, gabions and/or other devices. In the event that the Developer fails to perform erosion control maintenance, Developer shall have 20 days upon receiving written notice to bring the Development into compliance.

4) Other nuisance mitigation. Developer shall mitigate any nuisance caused by construction activities in connection with development of the

Property, including but not limited to noxious odors, excessive dust, particularly on days with high winds, and artificial light intrusion.

5) Standards for subcontractors. Developer hereby agrees that it shall require its subcontractors to comply with the operations standards as set forth in this Section, including but not limited to cooperating with the City's construction inspectors, and ceasing operations when winds are of sufficient velocity to create blowing dust which, in the inspector's opinion, is hazardous to the public health and welfare.

6) Remedies for failure to comply with operation standards. Failure to comply with the Operation Standards set forth in this Section shall be sufficient cause for the City to withhold building permits and/or certificates of occupancy or other approvals or permits until corrected to the satisfaction of the Public Works Director or designee.

7 Temporary Construction Fencing Requirements: Fencing shall be constructed of standard materials, such chain-link, shall be uniform in design and shall be reviewed by the City to ensure placement upon property lines, not in City right-of-way. Perimeter fencing material shall be reviewed and approved by City Staff prior to installation. Only uniform fencing shall be permitted.

9. Development Standards. Developer shall comply with all applicable standards related to the following items as reflected in the Plans and Specifications:

- a. Arterial Road Improvements
- b. Right-of-way Improvements and Dedications
- c. Roadway extensions
- d. Fencing Requirements
- e. Access and Egress Requirements
- f. Mailbox Locations

- g. Utility Lines
- h. Bicycles and Pedestrian Trails/Sidewalks
- i. Site Plan and As-Built Drawings
- j. Construction and Management of Storm Water Improvements
- k. Landscaping Improvements
- l. Water lines
- m. Sewer lines
- n. Non-potable Water lines
- o. Ashcroft Draw Sewer Line Reimbursement: The Development will benefit from use of the Ashcroft Draw sanitary sewer line and thus is subject to the terms of the Ashcroft Draw Sanitary Sewer Joint Venture Reimbursement Agreement. The Agreement is included as Exhibit E. The Development is in Sub-basin 2C and will be subject to the 130% per acre Surcharge Rate of \$639.25 plus ten years of compounded interest at 3.9% for a total per acre Surcharge Rate of \$937.19.

Based on a site area of 7.23 acres and a per-acre cost of \$937.19, the reimbursement due is approximately **\$6,775.88**, payable at the time of the first building permit issuance. The City of Evans will remit these fees to the developer of the sewer line.

- p. Raw Water Dedication: The parties acknowledge that the Developer has dedicated 60.35 EQRs to the City for use on the Wildhorse project as outlined on Exhibit F (EQR Analysis), and notwithstanding anything herein to the contrary, the City agrees to provide potable water service to the Development for up 171 multi-family residential units and 1 Clubhouse/Leasing Center. The raw water requirements for outdoor irrigation are to be satisfied through the development's participation in the Tuscany Neighborhood Non-Potable Project as described in Section 9.q below.

- q. **Tuscany Neighborhood Non-Potable Project:** In 2020, the City of Evans will fund improvements to complete the non-potable system for the Tuscany neighborhood. The City has agreed to take over ownership and maintenance of the system long-term. An estimated \$1,168,880.00 of the total project cost will be recovered from Tuscany property owners, pro-rated based on square footage of the lot. Existing residents will pay their portion through a surcharge in their utility bill while undeveloped properties will pay the surcharge up-front at the time of building permit issuance. Property owners will be reimbursed the difference if actual costs are less than estimated costs and they will be held harmless if actual costs are more.

Based on a site area of 315,004 square feet, the Wildhorse Development is responsible for approximately 7% of the project or **\$78,291.00**, payable at the time of the first building permit issuance.

- r. **Sidewalk:** Developer shall contribute \$56,000 toward the City's installation of a sidewalk along 47th Avenue for the project frontage. The City shall construct the 10' wide concrete sidewalk in conjunction with improvements being made to 47th Avenue. This fee shall be payable at the time of the first building permit issuance.

10. Security For Construction of Improvements. The Developer's construction and completion of the Improvements shall be assured by Developer providing a performance guarantee in the amount of 115% of the estimated cost of the Improvements prior to the earlier of (1) issuance of the first permit associated with the Development or (2) commencement of work on the Property (the "Performance Guarantee"). The Performance Guarantee shall consist of a Letter of Credit or bond in a form deemed reasonably acceptable by the City Attorney, such acceptance not to be unreasonably, conditioned or delayed, and substantially as set forth on Exhibit D. The Developer shall have no direct or indirect ownership or managerial control over the entity issuing any Performance Guarantee. In the event that prior to the City's initial acceptance of the Improvements, the Performance Guarantee should expire or the entity issuing the Performance Guarantee becomes non-qualifying or the cost of the Improvements is reasonably determined by the City to be substantially greater than the amount of the security provided, then the City shall furnish the Developer with written notice of such condition, and within fifteen (15)

business days of receipt of such notice the Developer shall provide the City with a substituted qualifying Performance Guarantee or augment the deficient security to achieve 115% of the cost of the Improvements. If such Performance Guarantee is not timely furnished, then development activities including but not limited to the issuance of building permits and certificates of occupancy, may be suspended by the City pending compliance with the provisions of this Section.

Notwithstanding anything to the contrary, the City of Evans accepts the form of the letter of credit attached hereto as Exhibit D (the "Letter of Credit") as meeting the criteria for the Performance Guarantee (as defined in this Section 10) and Maintenance Guarantee (as defined in Section 14); provided however; that (i) the place of presentment of the Letter of Credit shown as Item 7 on Exhibit D is within the State of Colorado; (ii) the City is given at least thirty (30) days' written notice of expiration or termination of the Letter of Credit by the issuing bank; and (iii) the initial term of the Letter of Credit is twenty-four (24) months. Any additions to or deletions from the form attached as Exhibit D shall be subject to review and approval by the City Attorney, with such approval not to be unreasonably withheld.

11. Testing and Inspection.

Developer shall employ (at its own expense) a qualified independent testing company to be approved by the Public Works Director or a designated representative in its reasonable discretion, 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 and, upon request by the Public Works Director, release and authorize full access to the Public Works Director of all work-up materials, procedures and documents used in preparing the test results.

At all times during construction of the Improvements and until final acceptance by the City, the City shall have the right, but not the duty, in reasonable intervals of time, to inspect materials and workmanship utilized for the Improvements at Developer's cost, provided the City's inspector is accompanied by Developer or its designated representative. All materials and work must substantially conform to the approved Plans and Specifications and all applicable regulations. Any material or work not conforming to the Plans and Specifications or other applicable regulations shall be promptly removed, repaired or

replaced, at Developer's expense and to the reasonable satisfaction of the Public Works Director.

12. Initial Acceptance of Improvements. Developer shall make written application to the Public Works Director for initial acceptance of the Improvements ("Initial Acceptance") within 30 days of their completion. Such Improvements will be described on a "Developer's Contribution Worksheet" provided by the City Engineer. The Developer shall be responsible for the accuracy and completeness of all information provided. The affidavit, lien waivers and other materials 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. Developer's application for initial acceptance shall be accompanied by the following information and materials:

- a. As Built Drawings: One (1) set of surveyed Mylar and one digital/CAD file of the "as built" drawings, certified as to accuracy by the Developer or its architect or Engineer;
- b. Engineer's Certification: Written certification by the Developer's Engineer that the Improvements have been fully constructed and installed in substantial conformance with the Plans and Specifications;
- c. Cost Affidavit: A final affidavit of the Improvements' construction cost including verification reasonably satisfactory to the City Public Works Director;
- d. Improvements Affidavit: Developer shall provide a signed affidavit that the Improvements have been paid for in full;
- e. Lien Waivers: Developer shall provide lien waivers from its general contractor and from all subcontractors, suppliers and materialmen who have furnished labor, material or services for the Improvements.

After the receipt of Developer's written application for initial acceptance, the Public Works Director (or a designated representative) will use reasonable efforts to promptly inspect the Improvements and prepare a detailed written description of all Improvements that are not in compliance with the requirements of the City or the Plans and Specifications 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. No

Improvements shall be deemed to be initially 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. This shall then constitute Initial Acceptance.

13. Warranty Period for Improvements Following Initial Acceptance.

Developer shall remain fully responsible for maintenance, repairs, and replacement of the Improvements for a period of two (2) years after their Initial Acceptance by the City. If any of the Improvements fail or are in need of repair or replacement, such failed, repaired, or replaced portions shall be replaced with similar Improvements deemed satisfactory by the Public Works Director in the exercise of his reasonable discretion and the two-year warranty shall begin anew as to the repaired or replaced portions of the Improvement upon completion by the Developer, and inspection and approval by the Public Works Director, and the Maintenance Guarantee shall remain in place during such extended warranty period, solely to the extent of any portion of the Improvements that are replaced, and not the entire original amount. The provisions of this Section 13 and Section 14, below, shall not apply to the roadway along and immediately adjacent to the Southern border of the Property, known as Tuscan Way. With regard to Tuscan Way, Developer agrees to design and construct an all-weather access road that shall be used only for purposes of construction traffic and emergency access. Developer shall be responsible for maintenance and repair of Tuscan Way until Initial Acceptance of by the City. Upon review and Initial Acceptance of Tuscan Way, including the all-weather roadway, by the City, the City shall assume all responsibility for maintenance of Tuscan Way, which shall be maintained to the degree deemed appropriate by the City.

14. Maintenance Guarantee During Warranty Period. Developer's application for Initial Acceptance shall be accompanied by a Maintenance Guarantee in a form deemed acceptable to the City in the amount of fifteen percent (15%) of the total costs of the Improvements until Final Acceptance. The Maintenance Guarantee shall be subject to the same conditions as those set forth for the Performance Guarantee, except for the amount of such guarantee. Until Final Acceptance of the Improvements by a Certificate of Completion reviewed and approved by the Public Works Director Developer agrees that (a) the Maintenance Guarantee shall not be released; and (b) 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; and (c) the Developer shall perform all maintenance and make all repairs and replacements of all defects or failure of Improvements 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 reasonably required maintenance, repairs, and/or replacements of the Improvements, the Developer shall not have undertaken with due diligence to make same, the City, after providing written notice to Developer, may make such maintenance, repairs, and/or replacements at the Developer's expense. The City shall be entitled to draw upon the Maintenance Guarantee, either before undertaking to make such repairs or at any time thereafter, or the City may charge the Developer for the costs thereof if such charges are not paid by the Maintenance Guarantee. In case of emergency, such written notice shall be waived and the City may proceed as it reasonably deems necessary, at the expense of the Developer or the issuers of the Maintenance Guarantee.

15. Final Acceptance of Improvements. The Developer shall make a written request to the Public Works Director (or a designated representative) for a final inspection of the Improvements no sooner than two (2) years after the City's Initial Acceptance of all of the Improvements for such Phase of Development. Upon receipt of such request the City shall conduct a final inspection of the Improvements within a reasonable time not to exceed sixty (60) days after such written request. If the City fails to conduct such final inspection within such sixty (60) day period then the Improvements shall be deemed to have Final Acceptance and the Public Works Director shall issue a Certificate of Completion within five (5) business days after Final Acceptance. If the Developer fails to have the Improvements finally accepted as provided in this Section within two years and six months after the City's Initial Acceptance, the City shall have the right, but not the obligation, at any time thereafter to conduct a Final Inspection of the Improvements. If, pursuant to a final inspection requested by the Developer or initiated by the City, any Improvement is found to not substantially conform to this Agreement, the Plans and Specifications, or other applicable regulation or requirement, then the City shall have the rights set forth in this Agreement to remedy such defects. Nothing herein shall be construed or deemed as requiring the City to finally accept and release from the Maintenance Guarantee any Improvement that is defective or damaged. After receipt of satisfactory evidence that the Improvements fully conform to this Agreement, the Plans and Specifications, all applicable regulations and requirements, and that all of the maintenance, repairs, and replacements

reasonably requested by City Officials pursuant to the terms of this Agreement have been completed to the reasonable satisfaction of the City, the Public Works Director shall issue a Certificate of Completion, evidencing completion and Final Acceptance of such Improvements. The Maintenance Guarantee provided by the Developer shall be released after the Final Acceptance of all of the Improvements has been granted (or deemed granted) and the Certificate of Completion has been issued by the City.

16. Conveyance of Rights-of-way, Easements and Improvements to City. All rights-of-way and easements associated with development of the Property, and the Improvements shall be conveyed to the City at the time of initial acceptance. The documents of conveyance shall be in a form acceptable to the City and shall be furnished to the Public Works Director or their designee for recording. Developer shall reimburse the City for all costs of recording. At the City's request, the Developer shall provide, at its 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.

17. Commitments to Serve From Service Providers. Prior to commencement of construction, Developer shall provide will serve letters or other evidence deemed acceptable by the City's Director of Public Works, indicating the willingness and ability of service providers to supply their respective services to the Development in an amount reasonably needed for the Development, including but not limited to water, waste water, electrical, and natural gas service.

18. Developer Dedications and Impact fees. Developer shall comply with the City Code regarding dedication of impact fees, including but not limited to Section 3.20.010, et seq.

19. Owners' Association The proposed Wildhorse at Tuscany development is a multi-family rental development that does not involve a Homeowner's Association. Therefore, this section is not applicable to this agreement.

20. Additional Developer Obligations. In addition to its obligations related to the Improvements, Developer further agrees to fulfill its obligations with regard to the items and matters set forth in Exhibit E, attached.

21. Additional Developer Liabilities.

a. Indemnification. To the extent permitted by law, Developer hereby agrees to indemnify and hold the City, City Officials, its employees, agents, representatives, and insurers (collectively, "City Parties") harmless from and against any and all suits, demands, actions, damages, liability, losses, claims, fees, and expenses (including reasonable attorney's fees) resulting or arising in any way from any breach or default of this Agreement or any acts or omissions of the Developer, its employees, agents, consultants, representatives, or subcontractors except to the extent caused by negligence, gross negligence or willful misconduct of the City or one or more City Parties. 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 reasonable costs, expenses, and attorney's fees related thereto whether or not such liability, claims or demands are groundless, false or fraudulent unless they are caused by negligence, gross negligence or willful misconduct of the City or one or more of its officers, agents or employees.

b. Insurance. 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, City's employees, agents and representatives against any and all potential liability, claims, damage, demands, losses and expenses, that may be incurred or asserted. Liability insurance shall be in the minimum amount of three hundred thirty thousand dollars (\$330,000.00) for injury to one person, or nine hundred ninety-thousand dollars (\$990,000.00) 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, Sections 24-10-101, et seq., C.R.S. as it may be amended. Whenever reasonably requested by City or City Officials, the Developer agrees to 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 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.

c. **Drainage Liability.** To the extent permitted by law, 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 as a direct consequence from the Development. In addition, Developer shall reimburse the City for any and all costs, fees, and expenses, including reasonable attorney's fees, that the City incurs in acquiring any rights of way or easements that the City deems necessary or is required to acquire or condemn or that the City is held to have acquired or condemned for drainage or as a result of or relating in any manner to the Development.

d. **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.

e. **Use Tax.** Any and all use tax due on construction and building materials for public facilities shall be paid as provided under Municipal Code including but not limited to Section 3.04.200.

f. **Cost Reimbursement to City.** Developer shall reimburse City for all reasonable costs incurred for professional consultants including but not limited to engineers, testing companies, contractors, and attorneys reasonably used by the City in connection with the preparation or implementation of this Agreement and in the review and processing of the Application, as well as the design, construction, review, testing, completion, repair, replacement, and approval of the Development.

22. Breach and Remedies

a. **Breach of Agreement by Developer.** If at any time this Agreement (or any part hereof) has been materially breached by Developer or if satisfactory progress substantially in accordance with Exhibit C, Developer Improvements, has not been made on the design, construction, installation, repair, replacement or maintenance of the Improvements the City may, after 30 days' prior written notice to Developer or such additional period as may

reasonably be agreed to by the City in writing in light of the nature of the alleged breach, draw on the Performance Guarantee or Maintenance Guarantee 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, or other approvals or permits, if Developer then fails to make reasonable progress as reasonably determined by the City, unless such failure is caused by Force Majeure. In the event Developer fails to remedy the alleged breach within 30 days or such additional period as may be necessary in light of the nature of the alleged breach, then the City's remedies are limited to (1) specific performance of this Agreement and (2) the other remedies, including monetary remedies specifically provided for in this Agreement, but shall not include any claim for additional damages. The City's remedies shall be cumulative.

b. Breach of Agreement by City. If at any time the Developer believes the City is in breach of this Agreement, the Developer shall provide the City with 20 days prior written notice. In the event the City fails to remedy the alleged breach within 20 days or such additional period as may be necessary in light of the nature of the alleged breach, then the Developer remedies are limited to specific performance of this Agreement and shall not include any claim for damages or other monetary relief.

23. Miscellaneous.

a. No Waiver. Delays by the City or Developer in enforcement or the waiver of any one or more breaches of this Development Agreement shall not constitute a waiver of any of the remaining terms or obligations or any future breaches.

b. Severability. If any provisions or parts of this 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.

c. Recording of Agreement and Encumbrance on the Property. This Agreement shall be recorded with the Weld County Clerk and Recorder at Developer's expense and shall be a covenant running with and against all the Property, property rights, and improvements contained within the Development 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.

d. Binding Effect. Unless otherwise provided herein, this Development Agreement shall be binding upon Developer's heirs, successors, assigns, transferees, and any other person or entity acquiring or purchasing any interest in any part of the Property.

e. Transfer or assignment. In the event of a sale or transfer by Developer of any portion of the Property, 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 Agreement unless, prior to the transfer or the sale, a written Agreement delineating and allocating the various rights and obligations for the Improvements, has been approved and executed by the City Council. Notwithstanding anything herein to the contrary, Developer shall have the right to transfer and/or assign its rights and interests in this Agreement to any entity that controls, is controlled by, or is under common control with Developer without the approval of the City or City Council, provided the City is given written notice within 10 days of such transfer.

f. Title and Authority. Developer expressly warrants and represents to the City that it is the record owner of the Property and further represents and warrants that the undersigned has full power and authority to enter into this Development Agreement. Developer understands that the City is relying on the representations and warranties contained herein, in its consideration of the application and in entering into this Agreement.

g. Notices. 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 on the third (3rd) business day following the date such notice is sent by certified or registered U.S. Mail, postage prepaid, return receipt requested, or as of the immediately following business day after deposit with Federal Express or a similar overnight courier service that provides evidence of receipt, addressed as follows:

TO CITY:

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

With a copy to

TO DEVELOPER:

Attention: Mike Hill
CPMF, LLC
461 Harbor Court
Windsor, CO 80550

With a copy to:

Scotty P. Krob
Krob Law Office LLC
8400 E. Prentice Ave, Penthouse
Greenwood Village, CO 80111

Brimah LLP
1888 Sherman Street, Suite 200
Denver, CO 80203

And

Perez & Associates LLC
600 17th Street, Suite 2800-S
Denver, CO 80202

Any party may change its notice address by providing the other party(ies) notice as set forth in this section.

h. Force Majeure. Whenever a period of time is herein prescribed for an action to be taken or performed by any Party, that Party will not be liable to so perform within such time period due to, and there will be excluded from the computation of such period of time, any delays due to, strikes, riots, acts of God, shortages of labor and materials, war, or any other cause which is beyond the reasonable control of the Party required to take or perform such action.

i. Cooperative drafting and Consultation with Attorney. This Agreement is the product of a cooperative drafting effort by the City and the Developer and shall not be construed or interpreted against either party solely on the basis that one party or its attorney drafted this Agreement or any portion of it. Both parties acknowledge that they understand this Agreement contains legal rights and obligations and further acknowledge that they have had the opportunity to and have consulted with an attorney to the extent they desire to do so.

j. Amendment. This Agreement cannot be modified or revoked except by an instrument approved by the City Council and signed by the Mayor and the Developer or the then owner of the Property or any portion thereof if there has been an assignment as it relates to the specific Property.

k. No third-party beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any legal person other than the

COUNTY OF _____)

Acknowledged before me this ____ day of _____, 2020 by Michael Hill, President of SWI Reality Inc., manager of CPMF, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

(Seal)

Notary Public

Exhibits

A – Legal Description

B – Site Plan

C – Developer Improvements

D – Letter of Credit

E – Ashcroft Draw Sanitary Sewer Reimbursement Agreement

F – Wildhorse Non-Potable Water – EQR Analysis

G – Staff Comments dated October 14, 2019

Exhibit A – Legal Description

Lot 1, Tuscany 4th Filing, City of Evans, County of Weld, State of Colorado.

Exhibit B – Site Plan (final approved)

Exhibit C-Improvements

Engineers Opinion of Probable Cost					
Project Name:	WILDHORSE AT TUSCANY			Date:	1/10/2020
DESCRIPTION	UNITS OF MEASURE	ESTIMATED QUANTITY (PROVIDED BY THE PROJECT ENGINEER)	INFRASTRUCTURE CONSTRUCTION COST PER UNIT OF MEASURE	TOTAL ESTIMATED INFRASTRUCTURE COST	
Sanitary Sewer System					
Sanitary Sewer Main	L.F.	850	\$71.00	\$60,350.00	
Manhole	EACH	6	\$3,200.00	\$19,200.00	
Sewer Service Line Stub	EACH	7	\$2,800.00	\$19,600.00	
Sewer Connection to Ex MH	EACH	2	\$5,230.00	\$10,460.00	
Water System					
Water Main (8")	L.F.	1,010	\$50.00	\$50,500.00	
Waterline Fitting (Bend, Tee, Cross)	EACH	11	\$684.00	\$7,524.00	
Fire Hydrant	EACH	3	\$4,410.00	\$13,230.00	
Valves (6" & 8")	EACH	15	\$1,300.00	\$19,500.00	
Meter Pit (1") & Service Line	EACH	1	\$3,000.00	\$3,000.00	
Meter Pit (1 1/2") & Service Line	EACH	3	\$7,830.00	\$23,490.00	
Meter Pit (2") & Service Line	EACH	2	\$6,950.00	\$13,900.00	
Water Main (Fire Line)	L.F.	630	\$53.00	\$33,390.00	
Fireline Fitting (Bend, Tee, Cross)	EACH	6	\$331.00	\$1,986.00	
Water Connection	EACH	2	\$1,300.00	\$2,600.00	
Public Storm Sewer System					
(ALL PRIVATE)					
Street System/ Trench					
Grading	CY	342	\$4.50	\$1,539.00	
Pavement 5" Asph/6" ABC	SY	167	\$33.00	\$5,511.00	
Vertical Curb & Gutter (18")	L.F.	121	\$22.00	\$2,662.00	
Detached Sidewalk (6" Thick)	S.F.	305	\$5.55	\$1,692.75	
Drive Approach	S.F.	460	\$8.00	\$3,680.00	
TOTAL PUBLIC INFRASTRUCTURE COST				\$293,814.75	



SURROUNDINGS FOR

ITEMIZED LANDSCAPE BUDGET FOR TUSCANY ROWs

PROJECT WILDHORSE AT TUSCANY ROWs

DATE: 2/12/20

PHONE: (970) 493-3883

FAX: (970) 493-4943

DESCRIPTION OF WORK:

47TH AVE. ROW LANDSCAPE BUDGET

INCLUDES ONLY THE ITEMS PROVIDED PER THE PUBLIC ROW LANDSCAPE EXHIBIT. EXCLUDES ANY VALVES, WIRE, FITTINGS, BORES, ETC.

3995 SF SOIL PREP AND SOD	\$	3,236.00
870 LF 1" PVC CL 200 LATERAL PIP	\$	1,175.00
41 EA MAX8 NP-PRS40 HEADS	\$	1,640.00

TUSCAN WAY ROW LANDSCAPE BUDGET

INCLUDES ONLY THE ITEMS PROVIDED PER THE PUBLIC ROW LANDSCAPE EXHIBIT. EXCLUDES ANY VALVES, WIRE, FITTINGS, BORES, ETC.

1470 SF SOIL PREP AND SOD	\$	1,191.00
280 LF 1" PVC CL 200 LATERAL LINE	\$	378.00
26 EA MAX6-NP	\$	832.00
2 EA. MAX 6-NP-PRS40	\$	80.00
4 EA. 2" CALIPER TREES	\$	1,820.00

D – Form of Letter of Credit/Bond Document

IRREVOCABLE UNCONDITIONAL LETTER OF CREDIT

Instructions for Completing Forms

These instructions relate to the entry to be made in the corresponding numbered space in the form.

1. Identifies the beneficiary, i.e., the party entitled to draw on the letter of credit. For FHA Multifamily project loans, the beneficiary is the Ginnie Mae issuer.
2. A letter of credit number is assigned by the issuing bank. In order to draw on the letter of credit, the beneficiary must identify the letter by its assigned number.
3. An issuance date is assigned by the issuing bank. This is the date on which the letter of credit becomes effective.
4. Identifies the party in whose name the account is established.
5. Shows the amount of the letter of credit, as specified by the Account Party, in accordance with applicable Ginnie Mae regulations and Ginnie Mae MBS Guide requirements.
6. Expiration date of the letter of credit. The Account Party is responsible for renewing the letter of credit if it has obligations to the beneficiary to maintain collateral still outstanding as of the expiration date of the letter of credit.
7. The office at which drafts drawn under the letter of credit may be presented (including presentment by a mechanical or electronic method) and will be honored.
8. Type in the name of the issuing bank.
9. Signature of the authorized agent and/or officer of the issuing bank.
10. Typed name of the authorized agent and/or officer who signs the letter of credit.
11. Title of the authorized agent and/or officer who signs the letter of credit.
12. FHA Multifamily project loan situations only: enter the Ginnie Mae pool number associated with the subject securities issuance.
13. FHA Multifamily project loans situations only: enter the case number(s) assigned by FHA to the project(s) being financed by the securities issuance.
14. Date of transfer letter.
15. Name of transferee.

Irrevocable Unconditional Letter of Credit

Beneficiary: _____ (1) Letter of Credit No. _____ (2)
Ginnie Mae Pool No. _____ (12)
FHA Project No. _____ (13)
Date _____ (3)

Gentlemen:

For the account of _____ (4), we hereby authorize you or your transferee to draw on us at sight up to an aggregate amount of _____ (5) Dollars (\$_____).

This Credit is irrevocable, unconditional and transferable. This Credit may be transferred without charge one or more times upon receipt of your written instructions submitted in accordance with the attached transfer form.

Drafts drawn under this Credit must specify the number of this Credit and be presented at the office identified below not later than _____ (6). Any sight draft may be presented to us by electronic, reprographic, computerized or automated system, or by carbon copy, but in any event must visibly bear the word "original". If the document is signed, the signature may consist of (or may appear to us as) an original handwritten signature, a facsimile signature or any other mechanical or electronic method of authentication.

This Credit sets forth in full the terms of our obligation to you, and such undertaking shall not in any way be modified or amplified by any agreement in which this Credit is referred to or to which this Credit relates, and any such reference shall not be deemed to incorporate herein by reference any agreement.

We engage with you that drafts drawn under and in compliance with the terms of this credit will be duly

honored at _____ (7) _____.

Yours very truly,

(8) [Issuing Bank]

By _____ (9) _____

[(10)]

[(11)]

To: Name and Address of Issuing Bank

Bank Date: _____ (14)

Gentlemen:

We hereby transfer to _____ (15) all rights to your Letter of Credit Number (2) _____, subject to the terms of such Credit. Enclosed is the original Letter of Credit, which should be returned to us with the endorsement of this transfer thereon.

Yours very truly,

(Authorized
Signature)
(Beneficiary)

Enclosure

Exhibit E: Ashcroft Draw Sanitary Sewer Reimbursement Agreement
(see attached)

Exhibit F: Wildhorse Non-Potable Water – EQR Analysis

(see attached)

Exhibit G: Staff Comments dated October 14, 2019

(see attached)

COUNTY OF Weld)

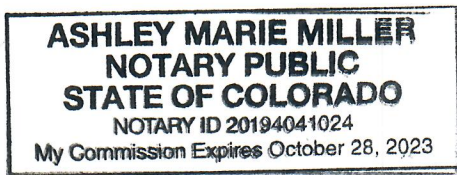
Acknowledged before me this 1 day of April, 2020 by Michael Hill, President of SWI Reality Inc., manager of CPMF, LLC, a Colorado limited liability company.

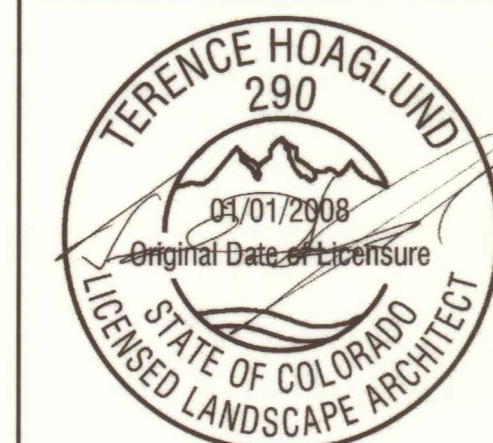
Witness my hand and official seal.

My commission expires: 10/28/2023

(Seal)

Ashley Marie Miller
Notary Public





Wildhorse at Tuscany
Site Plans
 EVANS, COLORADO

JOB NO:	51503
ACAD FILE:	51503PDP1
DRAWN:	TCH
CHECKED:	TCH
ISSUE DATE:	APRIL 30, 2019
REVISIONS	DATE
STAFF COMMENTS	8.7.19
STAFF COMMENTS	9.30.19
MYLARS	10.21.19
PERMIT SET	1.8.20

PROPERTY DESCRIPTION

Lot 1 of Tuscany Fourth Filing recorded March 16, 2018 as Reception No. 4383414 of the Records of Weld County, located in the Southwest Quarter (SW1/4) of Section Twenty-three (23), Township Five North (T.5N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), City of Evans, County of Weld, State of Colorado.

Said described parcel of land contains 7.546 Acres, more or less (±), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

PHASING STATEMENT

THIS DEVELOPMENT WILL BE CONSTRUCTED AS A SINGLE PHASE.

SITE PLAN NOTES:

1. THE PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FINAL PLANS. AMENDMENTS TO THE PLANS MUST BE REVIEWED AND APPROVED BY THE CITY PRIOR TO THE IMPLEMENTATION OF ANY CHANGES TO THE PLANS.
2. REFER TO FINAL UTILITY PLANS FOR EXACT LOCATIONS AND CONSTRUCTION INFORMATION FOR STORM DRAINAGE STRUCTURES, UTILITY MAINS AND SERVICES, PROPOSED TOPOGRAPHY, STREET IMPROVEMENTS.
3. REFER TO THE SUBDIVISION PLAT AND UTILITY PLANS FOR EXACT LOCATIONS, AREAS AND DIMENSIONS OF ALL EASEMENTS, LOTS, TRACTS, STREETS, WALKS AND OTHER SURVEY INFORMATION.
4. ALL ROOFTOP AND GROUND MOUNTED MECHANICAL EQUIPMENT MUST BE SCREENED FROM VIEW FROM ADJACENT PROPERTY AND PUBLIC STREETS. IN CASES WHERE BUILDING PARAPETS DO NOT ACCOMPLISH SUFFICIENT SCREENING, THEN FREE-STANDING SCREEN WALLS MATCHING THE PREDOMINANT COLOR OF THE BUILDING SHALL BE CONSTRUCTED. OTHER MINOR EQUIPMENT SUCH AS CONDUIT, METERS AND PLUMBING VENTS SHALL BE SCREENED OR PAINTED TO MATCH SURROUNDING BUILDING SURFACES.
5. ALL CONSTRUCTION WITH THIS DEVELOPMENT PLAN MUST BE COMPLETED IN ONE PHASE UNLESS A PHASING PLAN IS SHOWN WITH THESE PLANS.
6. ALL BIKE RACKS PROVIDED MUST BE PERMANENTLY ANCHORED.
7. ALL SIDEWALKS AND RAMPS MUST CONFORM TO CITY STANDARDS. ACCESSIBLE RAMPS MUST BE PROVIDED AT ALL STREET AND DRIVE INTERSECTIONS AND AT ALL DESIGNATED ACCESSIBLE PARKING SPACES. ACCESSIBLE PARKING SPACES MUST SLOPE NO MORE THAN 1.48 IN ANY DIRECTION. ALL ACCESSIBLE ROUTES MUST SLOPE NO MORE THAN 1.20 IN DIRECTION OF TRAVEL AND WITH NO MORE THAN 1.48 CROSS SLOPE.
8. COMMON OPEN SPACE AREAS AND LANDSCAPING WITHIN RIGHT OF WAYS, STREET MEDIANS, AND TRAFFIC CIRCLES ADJACENT TO COMMON OPEN SPACE AREAS ARE REQUIRED TO BE MAINTAINED BY A PROPERTY OWNERS' ASSOCIATION. THE PROPERTY OWNERS' ASSOCIATION IS RESPONSIBLE FOR SNOW REMOVAL ON ALL ADJACENT STREET SIDEWALKS AND SIDEWALKS IN COMMON OPEN SPACE AREAS.
9. THE PROPERTY OWNER FOR EACH RESIDENTIAL LOT IS RESPONSIBLE FOR SNOW REMOVAL ON ALL STREET SIDEWALKS ADJACENT TO EACH RESIDENTIAL LOT.
10. PRIVATE CONDITIONS, COVENANTS, AND RESTRICTIONS (CC&R'S), OR ANY OTHER PRIVATE RESTRICTIVE COVENANT IMPOSED ON LANDOWNERS WITHIN THE DEVELOPMENT, MAY NOT BE CREATED OR ENFORCED HAVING THE EFFECT OF PROHIBITING OR LIMITING THE INSTALLATION OF XERISCAPE LANDSCAPING, SOLAR PHOTO-VOLTAIC COLLECTORS (IF MOUNTED FLUSH UPON ANY ESTABLISHED ROOF LINE), CLOTHES LINES (IF LOCATED IN BACK YARDS), ODOR-CONTROLLED COMPOST BINS, OR WHICH HAVE THE EFFECT OF REQUIRING THAT A PORTION OF ANY INDIVIDUAL LOT BE PLANTED IN TURF GRASS.
11. ANY DAMAGED CURB, GUTTER AND SIDEWALK EXISTING PRIOR TO CONSTRUCTION, AS WELL AS STREETS, SIDEWALKS, CURBS AND GUTTERS, DESTROYED, DAMAGED OR REMOVED DUE TO CONSTRUCTION OF THIS PROJECT, SHALL BE REPLACED OR RESTORED TO CITY OF FORT COLLINS STANDARDS AT THE DEVELOPER'S EXPENSE PRIOR TO THE ACCEPTANCE OF COMPLETED IMPROVEMENTS AND/OR PRIOR TO THE ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY.
12. FIRE LANE MARKING: A FIRE LANE MARKING PLAN MUST BE REVIEWED AND APPROVED BY THE FIRE OFFICIAL PRIOR TO THE ISSUANCE OF ANY CERTIFICATE OF OCCUPANCY. WHERE REQUIRED BY THE FIRE CODE OFFICIAL, APPROVED SIGNS OR OTHER APPROVED NOTICES THAT INCLUDE THE WORDS NO PARKING FIRE LANE SHALL BE PROVIDED FOR FIRE APPARATUS ACCESS ROADS TO IDENTIFY SUCH ROADS OR PROHIBIT THE OBSTRUCTION THEREOF. THE MEANS BY WHICH FIRE LANES ARE DESIGNATED SHALL BE MAINTAINED IN A CLEAN AND LEGIBLE CONDITION AT ALL TIMES AND BE REPLACED OR REPAIRED WHEN NECESSARY TO PROVIDE ADEQUATE VISIBILITY.

DESIGN TEAM

OWNER:
 Mountain Regions Dev.
 461 Harbor Ct.
 Windsor, CO 90550
 Mike Hill, mhille2000@yahoo.com
 phone:

SITE PLAN/ LANDSCAPE PLAN
 VIGNETTE STUDIOS, LLC
 PO BOX 1889
 FORT COLLINS, CO 80522-1889
 TERENCE HOAGLUND, hoaglund@vignetestudios.com
 970-472-9125

LAND SURVEYOR:
 KING SURVEYING
 650 EAST GARDEN DRIVE
 WINDSOR, CO 80550
 970-686-5011

CIVIL ENGINEER
 ASPEN ENGINEERING
 19 OLD TOWN SQUARE #238
 FORT COLLINS, CO 80524
 JOHN GOOCH, JohnG@aspen-engineer.com
 970-419-4344

ARCHITECT
 KEPHART
 2555 WALNUT ST.
 DENVER, CO 80205
 ADAM KANTOR, AdamK@kephart.com
 303-832-4474

SHEET INDEX

1. COVER SHEET
2. SITE PLAN
3. OPEN SPACE PLAN



VICINITY MAP
 SCALE 1"=500' APPROXIMATE

SIGNATURES

OWNER'S CERTIFICATION
 THE UNDERSIGNED DOES/DO HEREBY CERTIFY THAT I/WE ARE THE LAWFUL OWNERS OF REAL PROPERTY DESCRIBED ON THIS SITE PLAN AND DO HEREBY CERTIFY THAT I/WE ACCEPT THE CONDITIONS AND RESTRICTIONS SET FORTH ON SAID SITE PLAN.

OWNER: [Signature] DATE: 2/21/20

NOTARY CERTIFICATE
 STATE OF COLORADO ss.)
 COUNTY OF Weld

SUBSCRIBED and sworn to before this 21st day of February, 2020
 by [Signature]
 WITNESS my hand and official seal. My commission expires: 5-10-21
 STATE OF COLORADO
 NOTARY ID 20014014709
 MY COMMISSION EXPIRES MAY 10, 2021
 Notary Public [Signature]

DIRECTOR OF PLANNING
 APPROVED BY THE DIRECTOR OF PLANNING OF THE CITY OF EVANS,
 COLORADO, THIS 12 DAY OF March, A.D. 2020

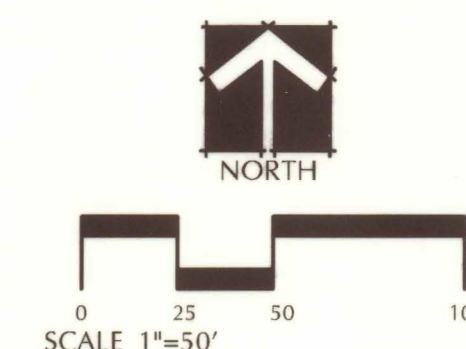
[Signature]
 CDNS DIRECTOR

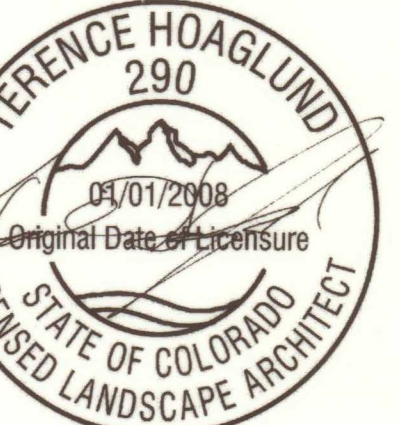
SIGHT DISTANCE EASEMENT NOTES

SIGHT DISTANCE EASEMENT - THE SIGHT DISTANCE EASEMENT IS AN EASEMENT REQUIRED BY THE CITY AT SOME STREET INTERSECTIONS WHERE IT IS NECESSARY TO PROTECT THE LINE OF SIGHT FOR A MOTORIST NEEDING TO SEE APPROACHING TRAFFIC AND TO REACT SAFELY FOR MERGING THEIR VEHICLE INTO THE TRAFFIC FLOW. THE FOLLOWING ARE REQUIREMENTS FOR CERTAIN OBJECTS THAT MAY OCCUPY A SIGHT DISTANCE EASEMENT FOR LEVEL GRADE:
 (1) STRUCTURES AND LANDSCAPING WITHIN THE EASEMENT SHALL NOT EXCEED (24) INCHES IN HEIGHT WITH THE FOLLOWING EXCEPTIONS:
 A) FENCES UP TO 42 INCHES IN HEIGHT MAY BE ALLOWED AS LONG AS THEY DO NOT OBSTRUCT THE LINE OF SIGHT FOR MOTORISTS
 B) DECIDUOUS TREES MAY BE ALLOWED AS LONG AS ALL BRANCHES OF THE TREES ARE TRIMMED SO THAT NO PORTION THEREOF OR LEAVES THEREON HANG LOWER THAN (6) FEET ABOVE THE GROUND, AND THE TREES ARE SPACED SUCH THAT THEY DO NOT OBSTRUCT LINE OF SIGHT FOR MOTORISTS. DECIDUOUS TREES WITH TRUNKS LARGE ENOUGH TO OBSTRUCT THE LINE OF SIGHT FOR MOTORISTS SHALL BE REMOVED BY THE OWNER.

MAINTENANCE OF COMMON ELEMENTS

THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE CONTINUED MAINTENANCE OF ALL COMMON ELEMENTS, INCLUDING BUT NOT LIMITED TO ALL OPEN SPACE TRACTS, ALL PRIVATE DRIVES, COMMUNITY FACILITIES.





Wildhorse at Tuscany Site Plans

EVANS, COLORADO

JOB NO: 51503
ACAD FILE: 51503PDP1
DRAWN: TCH
CHECKED: TCH
ISSUE DATE: MAY 15, 2019

REVISIONS DATE

STAFF COMMENTS 8.7.19
STAFF COMMENTS 9.30.19
MYLARS 10.31.19
PERMIT SET 1.8.20

LANDUSE BREAKDOWN

AREA	GROSS	328,711 SF	7.55 AC
	LESS DEDICATED ROW	13,707 SF	0.32 AC
	ADJUSTED GROSS (NET)	315,004 SF	7.23 AC
UNITS		171	
COVERAGE			
	PARKING & DRIVES	113,866 SF	36.1%
	BUILDINGS	76,215 SF	24.2%
	MULTIFAMILY BUILDINGS	60,618 SF	
	GARAGES	11,566 SF	
	CLUBHOUSE	4,031 SF	
	OPEN SPACE	124,903 SF	39.7%
	TOTAL	315,004 SF	100.0%
DENSITY			
	GROSS	23.37 DU/AC	
	NET	23.65 DU/AC	

BUILDING SUMMARY

BUILDING	STORIES	FOOTPRINT SQ. FT.	TOTAL SQ. FT.	1 BDR	2 BDR	3 BDR	TOTAL
BUILDING A	3	11,793	35,379	18	12	3	33
BUILDING B	3	11,793	35,379	18	12	3	33
BUILDING C	3	8,413	25,239	12	12	0	24
BUILDING D	3	8,413	25,239	12	12	0	24
BUILDING E	3	8,413	25,239	12	12	0	24
BUILDING F	3	11,793	35,379	18	12	3	33
TOTAL		60,618	181,854	90	72	9	171
TOTAL BEDROOMS				90	144	36	270

REQUIRED PARKING

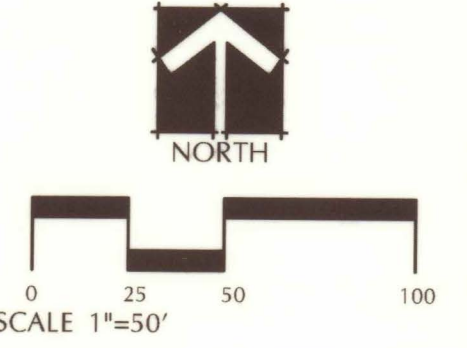
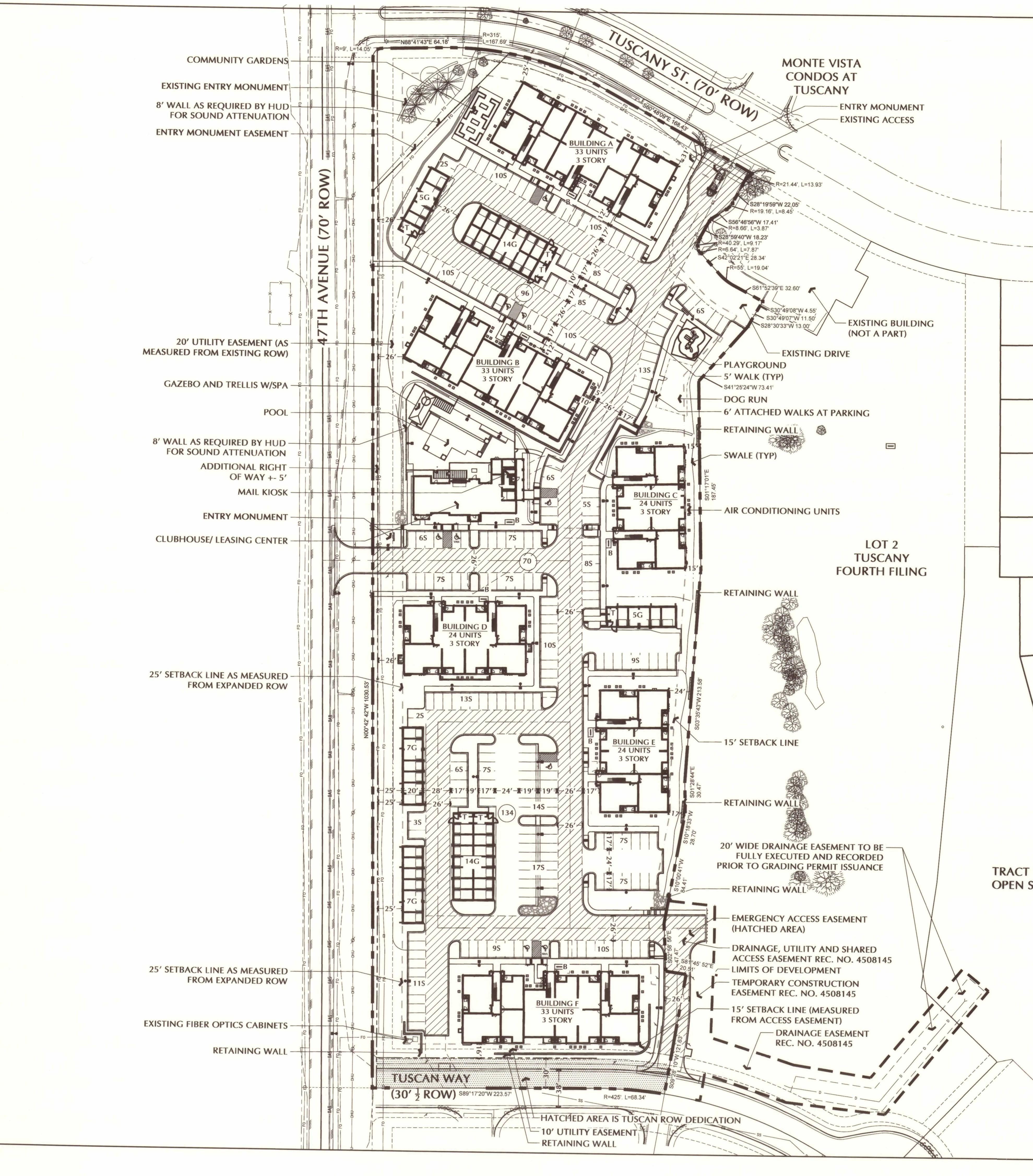
UNIT TYPE	QTY	REQ. PARKING	TOTAL
1 BDR	90	1.5	135
2 BDR	72	1.75	126
3 BDR	9	2	18
GUEST @ 1 PER 5 UNITS UP TO 100 UNITS			20
TOTAL			299

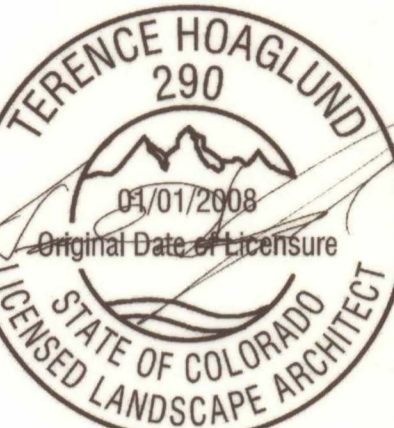
SITE PLAN LEGEND

- PROPERTY LINE
- UTILITY EASEMENT
- LOT LINE
- RIGHT OF WAY LINE
- SETBACK LINE
- LIMITS OF DISTURBANCE
- FLOWLINE, CURB & GUTTER
- CENTERLINE
- PROPOSED WALK
- POOL FENCE
- BUILDING ENVELOPE
- EXISTING CONTOURS
- FINISH GRADES
- STANDARD 9' X 17 1/2' PARKING
- GARAGE PARKING
- TRASH AND RECYCLING
- LIGHT FIXTURE
- BIKE RACK

PROVIDED PARKING

STANDARD PARKING	239
HANDICAP PARKING	9
GARAGES	52
TOTAL	300





Wildhorse at Tuscany Landscape Plans

EVANS, COLORADO

JOB NO:	51503
ACAD FILE:	51503L1
DRAWN:	TCH
CHECKED:	TCH
ISSUE DATE:	MAY 13, 2019
REVISIONS	DATE
STAFF COMMENTS	8.7.19
STAFF COMMENTS	9.30.19
MYLARS	10.21.19
PERMIT SET	1.8.20
MYLARS	2.18.20

SHEET TITLE:
COVER SHEET

SHEET NO:
L-1

GENERAL LANDSCAPE NOTES

- PLANT QUALITY:** ALL PLANT MATERIAL SHALL BE A-GRADE OR NO. 1 GRADE - FREE OF ANY DEFECTS, OF NORMAL HEALTH, HEIGHT, LEAF DENSITY AND SPREAD APPROPRIATE TO THE SPECIES AS DEFINED BY THE AMERICAN ASSOCIATION OF NURSERYMEN (AAN) STANDARDS. ALL TREES SHALL BE BALL AND BURLAP OR EQUIVALENT.
- IRRIGATION:** ALL LANDSCAPE AREAS WITHIN THE SITE INCLUDING TURF, SHRUB BEDS AND TREE AREAS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM. THE IRRIGATION PLAN MUST BE REVIEWED AND APPROVED BY THE CITY OF FORT COLLINS WATER UTILITIES DEPARTMENT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. ALL TURF AREAS SHALL BE IRRIGATED WITH AN AUTOMATIC POP-UP IRRIGATION SYSTEM. ALL SHRUB BEDS AND TREES, INCLUDING IN NATIVE SEED AREAS, SHALL BE IRRIGATED WITH AN AUTOMATIC DRIP (TRICKLE) IRRIGATION SYSTEM, OR WITH AN ACCEPTABLE ALTERNATIVE APPROVED BY THE CITY WITH THE IRRIGATION PLANS. THE IRRIGATION SYSTEM SHALL BE ADJUSTED TO MEET THE WATER REQUIREMENTS OF THE INDIVIDUAL PLANT MATERIAL.
- TOPSOIL:** TO THE MAXIMUM EXTENT FEASIBLE, TOPSOIL THAT IS REMOVED DURING CONSTRUCTION ACTIVITY SHALL BE CONSERVED FOR LATER USE ON AREAS REQUIRING REVEGETATION AND LANDSCAPING.
- SOIL AMENDMENTS:** SOIL AMENDMENTS SHALL BE PROVIDED. THE SOIL IN ALL LANDSCAPE AREAS, INCLUDING PARKWAYS AND MEDIANS, SHALL BE THOROUGHLY LOOSENED TO A DEPTH OF NOT LESS THAN EIGHT(8) INCHES AND SOIL AMENDMENT SHALL BE THOROUGHLY INCORPORATED INTO THE SOIL OF ALL LANDSCAPE AREAS TO A DEPTH OF AT LEAST SIX(6) INCHES BY TILLING, DISCING OR OTHER SUITABLE METHOD, AT A RATE OF AT LEAST THREE (3) CUBIC YARDS OF SOIL AMENDMENT PER ONE THOUSAND (1,000) SQUARE FEET OF LANDSCAPE AREA.
- INSTALLATION AND GUARANTEE:** ALL LANDSCAPING SHALL BE INSTALLED ACCORDING TO SOUND HORTICULTURAL PRACTICES IN A MANNER DESIGNED TO ENCOURAGE QUICK ESTABLISHMENT AND HEALTHY GROWTH. ALL LANDSCAPING FOR EACH PHASE MUST BE EITHER INSTALLED OR THE INSTALLATION MUST BE SECURED WITH AN IRREVOCABLE LETTER OF CREDIT, PERFORMANCE BOND, OR ESCROW ACCOUNT FOR 125% OF THE VALUATION OF THE MATERIALS AND LABOR PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY BUILDING IN SUCH PHASE.
- MAINTENANCE:** TREES AND VEGETATION, IRRIGATION SYSTEMS, FENCES, WALLS AND OTHER LANDSCAPE ELEMENTS WITH THESE FINAL PLANS SHALL BE CONSIDERED AS ELEMENTS OF THE PROJECT IN THE SAME MANNER AS PARKING, BUILDING MATERIALS AND OTHER SITE DETAILS. THE APPLICANT, LANDOWNER OR SUCCESSORS IN INTEREST SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE REGULAR MAINTENANCE OF ALL LANDSCAPING ELEMENTS IN GOOD CONDITION. ALL LANDSCAPING SHALL BE MAINTAINED FREE FROM DISEASE, PESTS, WEEDS AND LITTER, AND ALL LANDSCAPE STRUCTURES SUCH AS FENCES AND WALLS SHALL BE REPAIRED AND REPLACED PERIODICALLY TO MAINTAIN A STRUCTURALLY SOUND CONDITION.
- REPLACEMENT:** ANY LANDSCAPE ELEMENT THAT DIES, OR IS OTHERWISE REMOVED, SHALL BE PROMPTLY REPLACED IN ACCORDANCE WITH THE REQUIREMENTS OF THESE PLANS.
- THE FOLLOWING SEPARATIONS SHALL BE PROVIDED BETWEEN TREES/SHRUBS AND UTILITIES:
 - 40 FEET BETWEEN CANOPY TREES AND STREET LIGHTS
 - 15 FEET BETWEEN ORNAMENTAL TREES AND STREETLIGHTS
 - 10 FEET BETWEEN TREES AND PUBLIC WATER, SANITARY AND STORM SEWER MAIN LINES
 - 6 FEET BETWEEN TREES AND PUBLIC WATER, SANITARY AND STORM SEWER SERVICE LINES
 - 4 FEET BETWEEN SHRUBS AND PUBLIC WATER AND SANITARY AND STORM SEWER LINES
 - 4 FEET BETWEEN TREES AND GAS LINES
- PLACEMENT OF ALL LANDSCAPING SHALL BE IN ACCORDANCE WITH THE SIGHT DISTANCE CRITERIA AS SPECIFIED BY THE CITY OF EVANS. NO STRUCTURES OR LANDSCAPE ELEMENTS GREATER THAN 24" SHALL BE ALLOWED WITHIN THE SIGHT DISTANCE TRIANGLE OR EASEMENTS WITH THE EXCEPTION OF DECIDUOUS TREES PROVIDED THAT THE LOWEST BRANCH IS AT LEAST 6' FROM GRADE. ANY FENCES WITHIN THE SIGHT DISTANCE TRIANGLE OR EASEMENT MUST BE NOT MORE THAN 42" IN HEIGHT AND OF AN OPEN DESIGN.
- THE FINAL LANDSCAPE PLAN SHALL BE COORDINATED WITH ALL OTHER FINAL PLAN ELEMENTS SO THAT THE PROPOSED GRADING, STORM DRAINAGE, AND OTHER DEVELOPMENT IMPROVEMENTS DO NOT CONFLICT WITH NOR PRECLUDE INSTALLATION AND MAINTENANCE OF LANDSCAPE ELEMENTS ON THIS PLAN.
- MINOR CHANGES IN SPECIES AND PLANT LOCATIONS MAY BE MADE DURING CONSTRUCTION -- AS REQUIRED BY SITE CONDITIONS OR PLANT AVAILABILITY. OVERALL QUANTITY, QUALITY, AND DESIGN CONCEPT MUST BE CONSISTENT WITH THE APPROVED PLANS. IN THE EVENT OF CONFLICT WITH THE QUANTITIES INCLUDED IN THE PLANT LIST, SPECIES AND QUANTITIES ILLUSTRATED SHALL BE PROVIDED. ALL CHANGES OF PLANT SPECIES AND LOCATION MUST HAVE WRITTEN APPROVAL BY THE CITY PRIOR TO INSTALLATION.
- ALL PLANTING BEDS SHALL BE MULCHED TO A MINIMUM DEPTH OF THREE INCHES.
- IRRIGATED TURF SHALL BE TEXAS BLUEGRASS/KENTUCKY BLUEGRASS HYBRID REVELLE OR APPROVED EQUAL
- EDGING BETWEEN GRASS AND SHRUB BEDS SHALL BE 18" X 4" STEEL SET LEVEL WITH TOP OF SOD OR APPROVED EQUAL.

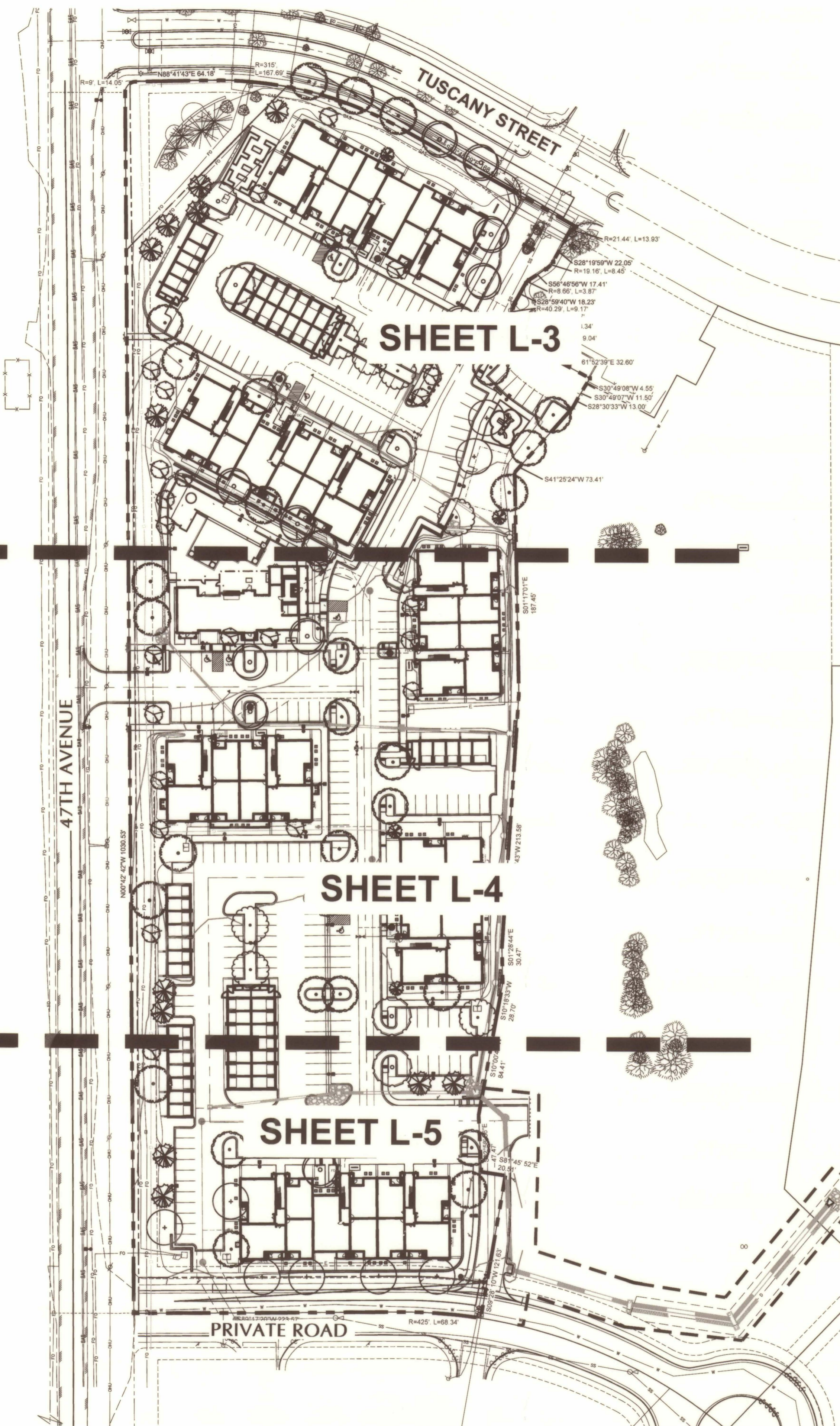
SIGHT DISTANCE EASEMENT NOTES

SIGHT DISTANCE EASEMENT - THE SIGHT DISTANCE EASEMENT IS AN EASEMENT REQUIRED BY THE CITY AT SOME STREET INTERSECTIONS WHERE IT IS NECESSARY TO PROTECT THE LINE OF SIGHT FOR A MOTORIST NEEDING TO SEE APPROACHING TRAFFIC AND TO REACT SAFELY FOR MERGING THEIR VEHICLE INTO THE TRAFFIC FLOW. THE FOLLOWING ARE REQUIREMENTS FOR CERTAIN OBJECTS THAT MAY OCCUPY A SIGHT DISTANCE EASEMENT FOR LEVEL GRADE:

- STRUCTURES AND LANDSCAPING WITHIN THE EASEMENT SHALL NOT EXCEED (24) INCHES IN HEIGHT WITH THE FOLLOWING EXCEPTIONS:
 - A) FENCES UP TO 42 INCHES IN HEIGHT MAY BE ALLOWED AS LONG AS THEY DO NOT OBSTRUCT THE LINE OF SIGHT FOR MOTORISTS
 - B) DECIDUOUS TREES MAY BE ALLOWED AS LONG AS ALL BRANCHES OF THE TREES ARE TRIMMED SO THAT NO PORTION THEREOF OR LEAVES THEREON HANG LOWER THAN (6) FEET ABOVE THE GROUND, AND THE TREES ARE SPACED SUCH THAT THEY DO NOT OBSTRUCT LINE OF SIGHT FOR MOTORISTS. DECIDUOUS TREES WITH TRUNKS LARGE ENOUGH TO OBSTRUCT THE LINE OF SIGHT FOR MOTORISTS SHALL BE REMOVED BY THE OWNER.

MAINTENANCE OF COMMON ELEMENTS

THE PROPERTY OWNER SHALL BE ESTABLISHED FOR THE DEVELOPMENT AND SHALL BE RESPONSIBLE FOR THE CONTINUED MAINTENANCE OF ALL COMMON ELEMENTS. ALL OPEN SPACE TRACTS, MEDIANS, AND ALL PRIVATE DRIVES, COMMUNITY FACILITIES, AND NATURAL HABITAT BUFFERS.



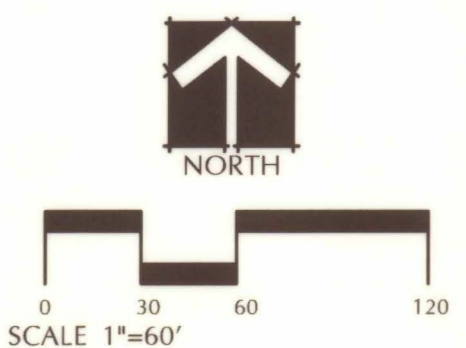
OVERALL LANDSCAPE PLAN/ SHEET KEY

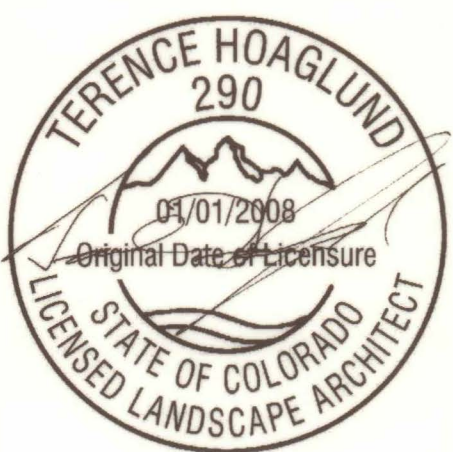
SCALE 1" = 60'



SHEET INDEX

- L-1 COVER SHEET
- L-2 NOTES
- L-3 LANDSCAPE PLAN NORTH
- L-4 LANDSCAPE PLAN MIDDLE
- L-5 LANDSCAPE PLAN SOUTH





PLANT LIST

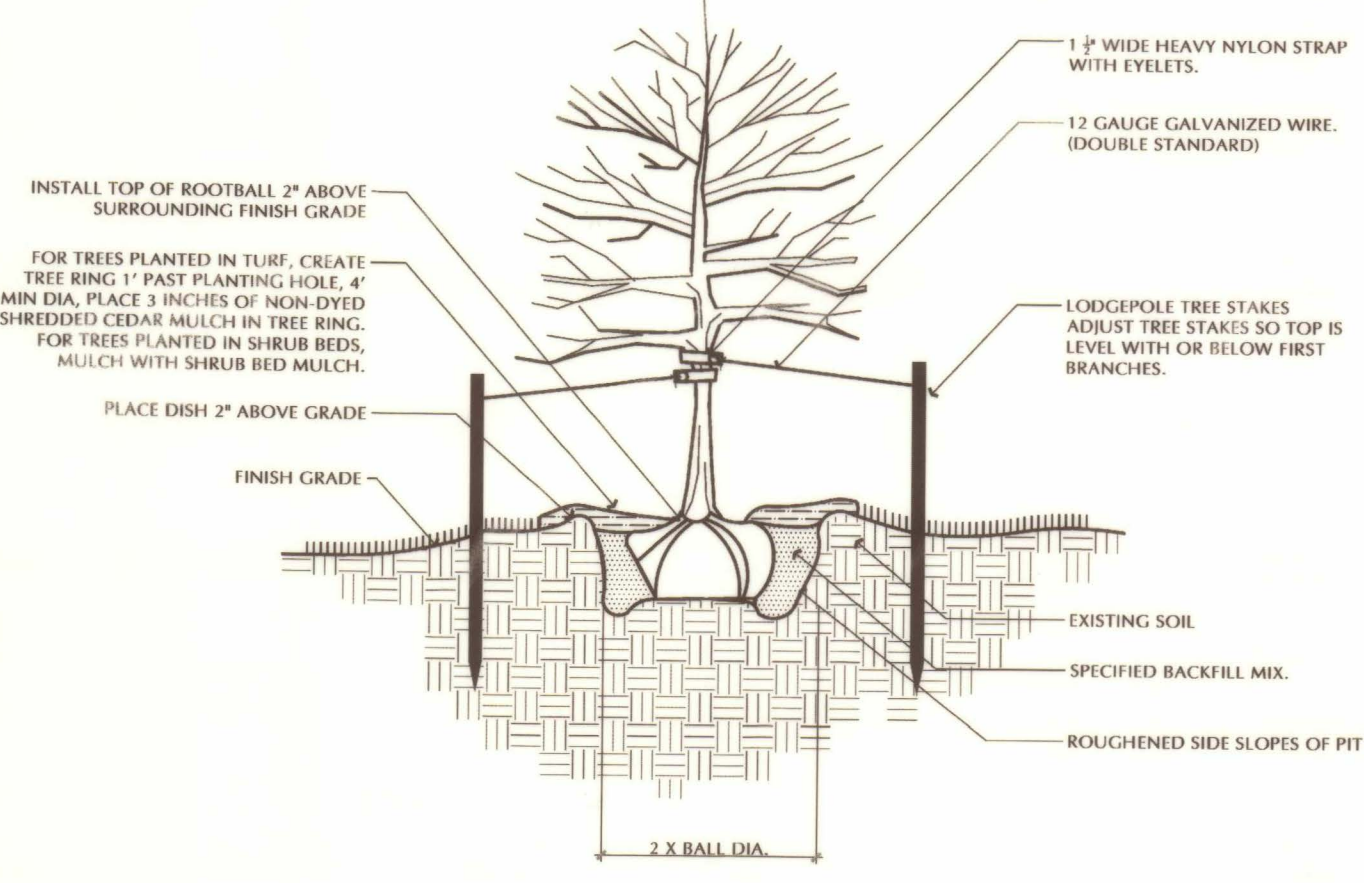
Code	Scientific Name	Common Name	Qty.	Size	Diversity	Comments
DECIDUOUS SHADE TREES						
CASP	Catalpa speciosa	Western Catalpa	7	2" cal	6.6%	
GLTS	Gleditsia triacanthos inermis 'Skyline'	Skyline Honeylocust	17	2" cal	16.2%	
GYDI	Gymnocladus dioica 'Espresso'	Espresso Kentucky Coffeetree	6	2" cal	5.7%	Seedless clone.
QUMA	Quercus macrocarpa	Burr Oak	14	2" cal	13.3%	
TICO	Tilia cordata 'Greenspire'	Greenspire Linden	11	2" cal	10.5%	
ULMO	Ulmus x 'Morton'	Accolade Elm	8	2" cal	7.8%	
ORNAMENTAL TREES						
CRCI	Crataegus crus-galli inermis	Thornless Cockspur Hawthorne	6	1.5"	5.7%	
MAGO	Malus 'Coralbunt'	Dolgo Crabapple	4	1.5"	3.8%	
MARA	Malus 'Radiant'	Radiant Crabapple	5	1.5"	4.7%	
MASS	Malus 'Spring Snow'	Spring Snow Crabapple	5	1.5"	4.7%	
PYGA	Pyrus calleryana 'Chanticleer'	Chanticleer Pear	6	1.5"	5.7%	
EVERGREEN TREES						
PIPG	Picea pungens glauca	Colorado Blue Spruce	3	6' ht	2.9%	
PIHE	Picea heudeoichii	Bosnian Pine	4	6' ht	3.8%	
PINI	Pinus nigra	Austrian Pine	9	6' ht	8.8%	
TOTAL TREES						
			105			
DECIDUOUS SHRUBS						
AMGR	Amelanchier x grandiflora 'A. Brilliance'	Autumn Brilliance Serviceberry	23	#15		Multistem
COBB	Cornus sericea 'Bailey'	Baily Dogwood	39	#5		
COSI	Cornus sericea 'Isanti'	Isanti Dogwood	51	#5		
DABC	Daphne x burkwoodii 'Carol Mackie'	Carol Mackie Daphne	57	#5		
PHOS	Physocarpus opulifolius 'Summer Wine'	Summer Wine Ninebark	12	#5		
POPR	Potentilla fruticosa 'Gold Drop'	Gold Drop Potentilla	39	#5		
ROBB	Rosa x 'Bonica'	Bonica Rose	32	#5		Parkland Series: Pink
ROCS	Rosa x 'Carefree Sunshine'	Carefree Sunshine Rose	13	#5		
ROJF	Rosa x 'John Franklin'	John Franklin Rose	24	#5		
SPJF	Spiraea japonica 'Froebell'	Froebel Spirea	54	#5		
SPVR	Spiraea x vanhouttei 'Renaissance'	Renaissance Spirea	27	#5		
SYVU	Syringa vulgaris	Common Lilac	18	#5		
SYAL	Symphoricarpos albus	White Snowberry	32	#5		
SYMK	Syringa patula 'Miss Kim'	Miss Kim Lilac	15	#5		
VIDE	Viburnum dentatum	Arrowwood Viburnum	32	#5		
VITR	Viburnum trilobum 'Bailey Compact'	Compact American Cranberrybush	28	#5		
EVERGREEN SHRUBS						
JUCA	Juniperus chinensis 'Armstrong'	Armstrong Juniper	60	#5		
JUCO	Ju. scopulorum 'Cologreen'	Cologreen Juniper	20	#7		
JUCH	Juniperus chinensis 'Hobert'	Holbert Juniper	65	#5		
JUHH	Juniperus horizontalis 'Hughes'	Hughes Juniper	34	#5		
JUSG	Juniperus x media 'Sea Green'	Sea Green Juniper	35	#5		
TOTAL 5 GALLON SHRUBS						
			710			
ORNAMENTAL GRASSES						
BOBA	Bouteloua gracilis 'Blonde Ambition'	Blonde Ambition Grass	15	#1		
CAAK	Calamagrostis x acutiflora 'Karl Foerster'	KF Feather Reed Grass	140	#1		
HESE	Helictotrichon sempervirens 'Blue Sapphire'	Sapphire Blue Oat Grass	59	#1		
PAVP	Panicum virgatum 'Prairie Sky'	Blue Switchgrass	85	#1		
PAVS	Panicum virgatum 'Shenandoah'	Shenandoah Switchgrass	78	#1		
HERBACEOUS PERENNIALS						
HEME	Hemerocallis 'Rocket City'	Rocket City Daylily (Red)	30	#1	Cont.	18" Spacing
HEST	Hemerocallis 'Stella D' Oro'	Stella D' Oro Daylily	17	#1	Cont.	15" Spacing
IRIS	Iris spp.	Bearded Iris	10	#1	Cont.	
RUFU	Rudbeckia fulgida 'Goldsturm'	Black Eyed Susan	13	#1	Cont.	

TURF GRASS SPECIFICATION

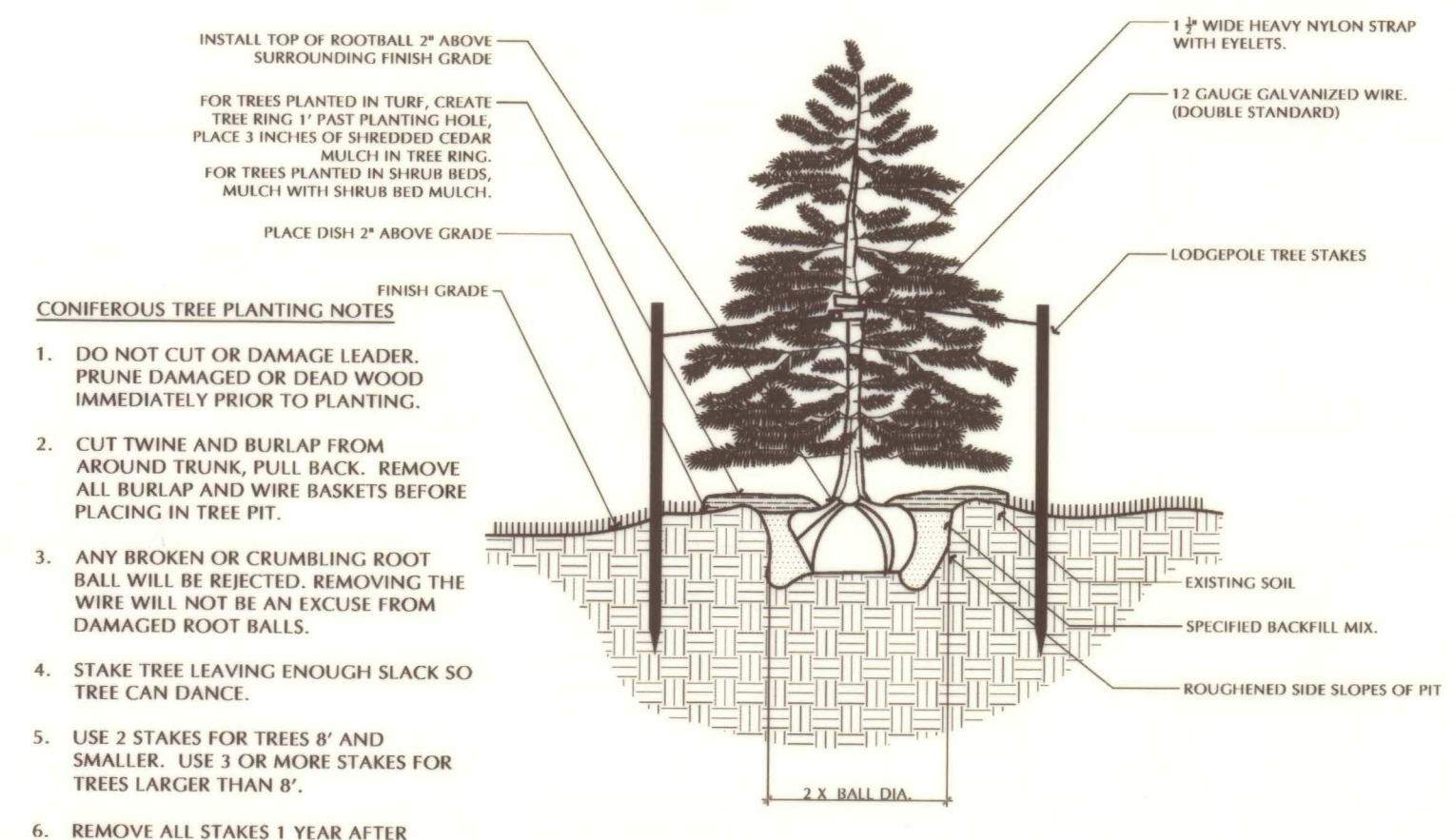
80% Bluegrass / 20% Fescue, "80/20 Xeriscape Blend" by Korby Sod, LLC, or approved equal. Install per supplier's direction.

LANDSCAPE REQUIREMENTS

TOTAL PROPERTY AREA	315,004	SQ. FT.
TREES REQUIRED @ 11, 2,000 SF	105	
SHRUBS REQUIRED @ 51, 3,000 SF	525	
TREES PROVIDED	105	100% OF REQUIRED MINIMUM
ORNAMENTAL TREES (MAX 25%)	26	(24.7%)
SHRUBS PROVIDED	710	135% OF REQUIRED MINIMUM

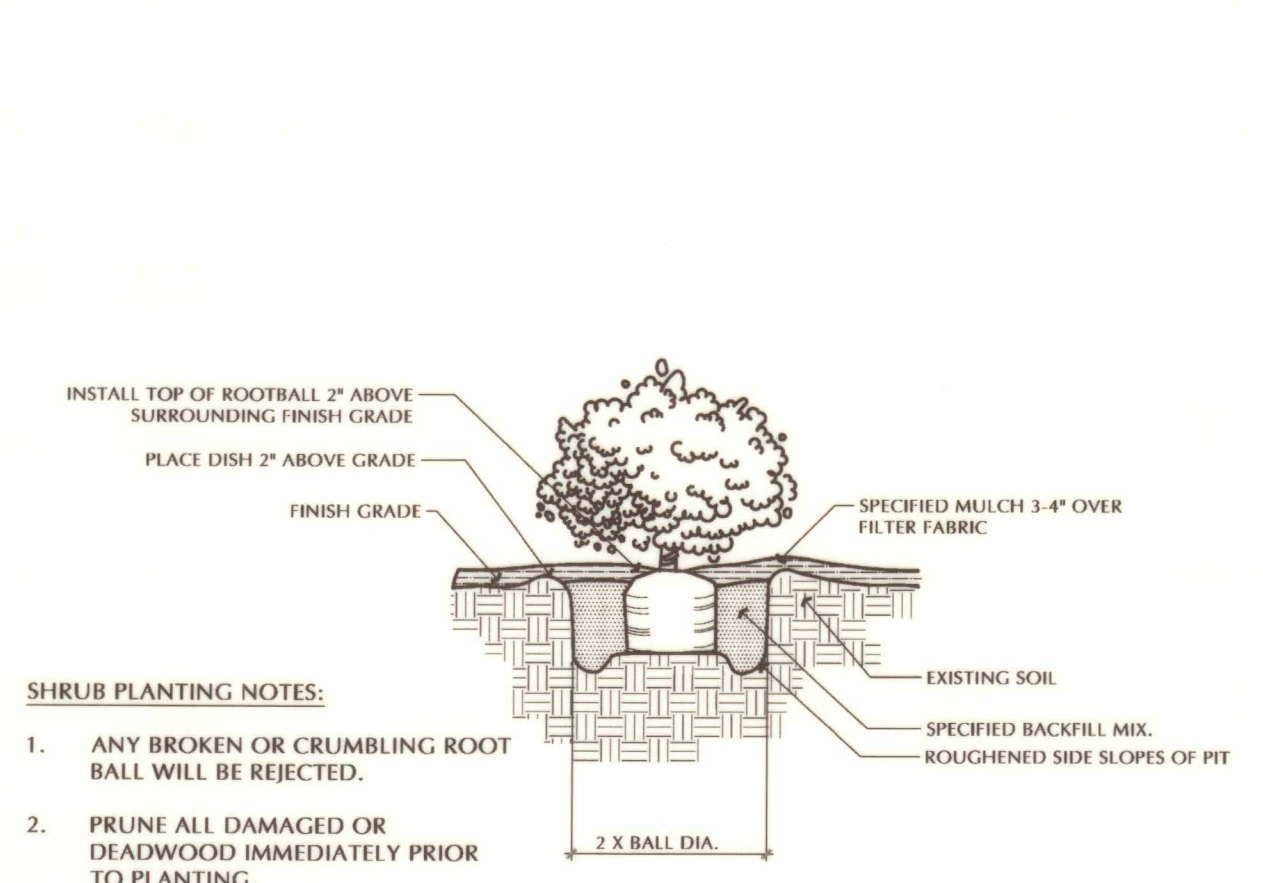


- DECIDUOUS TREE PLANTING NOTES**
- DO NOT CUT OR DAMAGE LEADER. PRUNE DAMAGED OR DEAD WOOD IMMEDIATELY PRIOR TO PLANTING. NEVER LEAVE "V" CROTCHES OR DOUBLE LEADER UNLESS TYPICAL OF SPECIES.
 - CUT TWINE AND BURLAP FROM AROUND TRUNK, PULL BACK. REMOVE ALL BURLAP AND WIRE BASKETS BEFORE PLACING IN TREE PIT.
 - ANY BROKEN OR CRUMBLING ROOT BALL WILL BE REJECTED. REMOVING THE WIRE WILL NOT BE AN EXCUSE FROM DAMAGED ROOT BALLS.
 - STAKE TREE LEAVING ENOUGH SLACK SO TREE CAN SWAY IN WIND.
 - USE 2 STAKES FOR TREES 2 1/2" CAL. AND SMALLER. USE 3 STAKES FOR TREES LARGER THAN 2 1/2" CAL. REMOVE ALL STAKES 1 YEAR AFTER PLANTING.
 - FOR WINTERIZATION WRAP ENTIRE SURFACE OF TRUNK TO SECOND BRANCH WITH TREE WRAPPING. SECURE AT 2' INTERVALS WITH VINYL ELECTRICAL TAPE. (REMOVE IN SUMMER.)



- CONIFEROUS TREE PLANTING NOTES**
- DO NOT CUT OR DAMAGE LEADER. PRUNE DAMAGED OR DEAD WOOD IMMEDIATELY PRIOR TO PLANTING.
 - CUT TWINE AND BURLAP FROM AROUND TRUNK, PULL BACK. REMOVE ALL BURLAP AND WIRE BASKETS BEFORE PLACING IN TREE PIT.
 - ANY BROKEN OR CRUMBLING ROOT BALL WILL BE REJECTED. REMOVING THE WIRE WILL NOT BE AN EXCUSE FROM DAMAGED ROOT BALLS.
 - STAKE TREE LEAVING ENOUGH SLACK SO TREE CAN DANCE.
 - USE 2 STAKES FOR TREES 8" AND SMALLER. USE 3 OR MORE STAKES FOR TREES LARGER THAN 8".
 - REMOVE ALL STAKES 1 YEAR AFTER PLANTING.

CONIFEROUS TREE PLANTING DETAIL
 NOT TO SCALE



- SHRUB PLANTING NOTES:**
- ANY BROKEN OR CRUMBLING ROOT BALL WILL BE REJECTED.
 - PRUNE ALL DAMAGED OR DEADWOOD IMMEDIATELY PRIOR TO PLANTING.

SHRUB PLANTING DETAIL
 NOT TO SCALE

DECIDUOUS TREE PLANTING DETAIL
 NOT TO SCALE

Wildhorse at Tuscany
 Landscape Plans

EVANS, COLORADO

JOB NO:	51503
ACAD FILE:	51503.L1
DRAWN:	TCH
CHECKED:	TCH
ISSUE DATE:	MAY 13, 2019
REVISIONS	DATE
STAFF COMMENTS	8.7.19
STAFF COMMENTS	9.30.19
MYLARS	10.21.19
PERMIT SET	1.8.20
MYLARS	2.18.20

SHEET TITLE:
NOTES

SHEET NO:
L-2



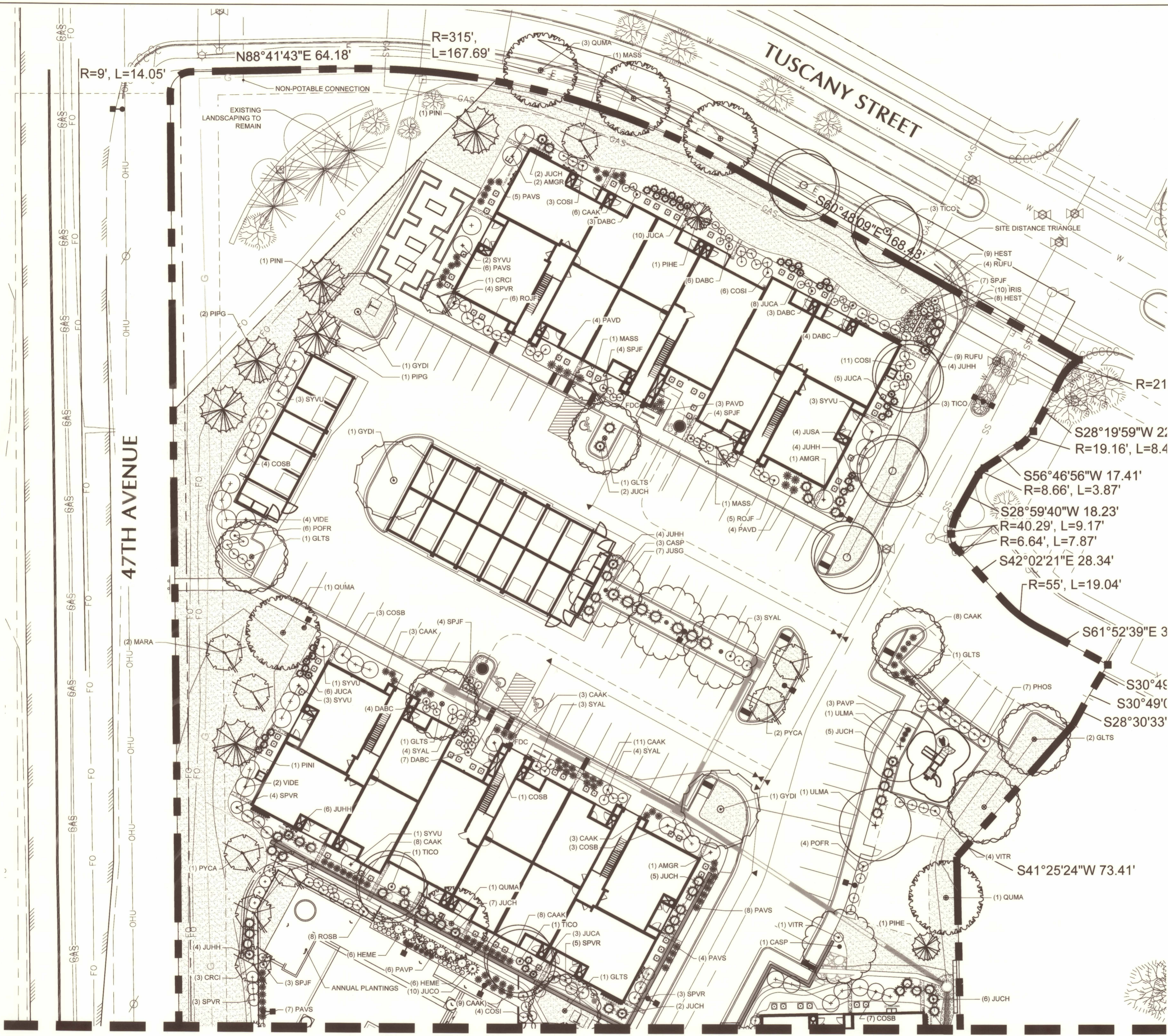
Wildhorse at Tuscany Landscape Plans

EVANS, COLORADO

JOB NO:	51503
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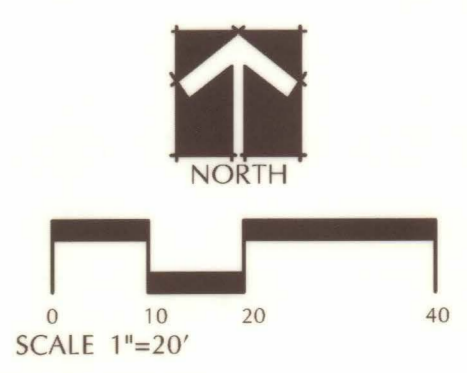
SHEET TITLE:
LANDSCAPE PLAN
NORTH

SHEET NO:
L-3

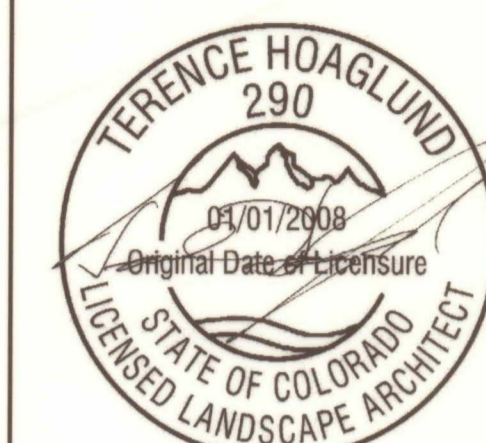


LANDSCAPE PLAN LEGEND

- PROPERTY LINE
- UTILITY EASEMENT
- RIGHT OF WAY LINE
- FLOWLINE, CURB & GUTTER
- CENTERLINE
- PROPOSED WALK
- MATCHLINE
- POOL FENCE
- OPEN RAIL FENCE
- W WATER LINE/SERVICE
- S SEWER LINE/SERVICE
- IRRIGATED TURF GRASS
- PRAIRIE SEED MIX
- COBBLES
- SHADE TREES
- ORNAMENTAL TREES
- EVERGREEN TREES
- DECIDUOUS SHRUBS
- ORNAMENTAL GRASSES
- EVERGREEN SHRUBS



MATCHLINE SHEET L-4



Wildhorse at Tuscany Landscape Plans

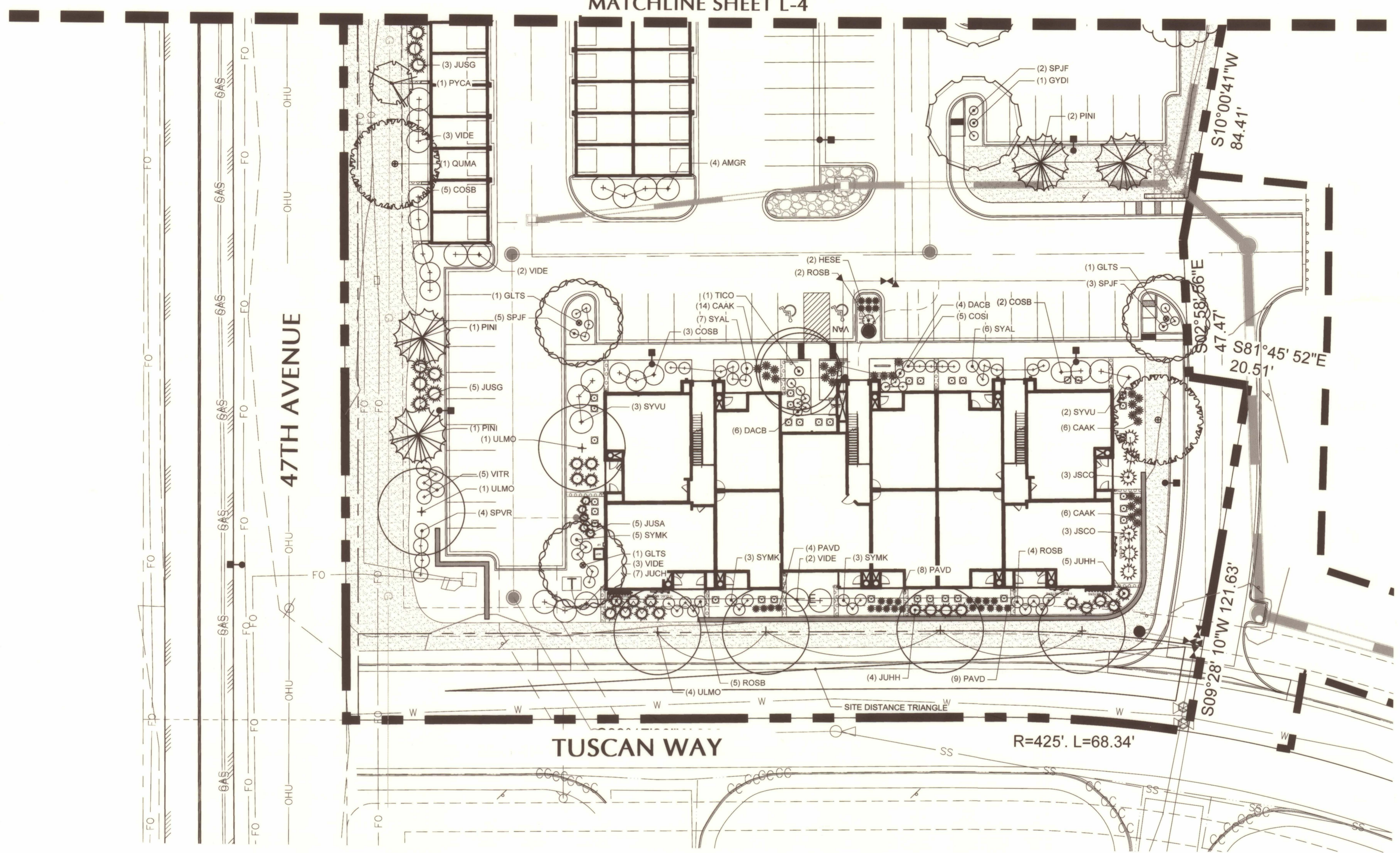
EVANS, COLORADO

JOB NO:	51503
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CHECKED:	TCH
ISSUE DATE:	MAY 13, 2019
REVISIONS	DATE
STAFF COMMENTS	8.7.19
STAFF COMMENTS	9.30.19
MYLARS	10.21.19
PERMIT SET	1.8.20
MYLARS	2.18.20

SHEET TITLE:
LANDSCAPE PLAN SOUTH

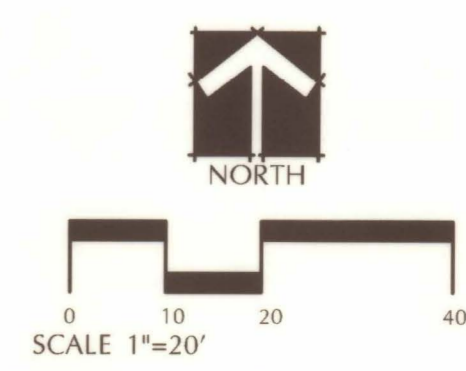
SHEET NO:
L-5

MATCHLINE SHEET L-4



LANDSCAPE PLAN LEGEND

- PROPERTY LINE
- UTILITY EASEMENT
- RIGHT OF WAY LINE
- FLOWLINE, CURB & GUTTER
- CENTERLINE
- PROPOSED WALK
- MATCHLINE
- POOL FENCE
- OPEN RAIL FENCE
- W WATER LINE/SERVICE
- S SEWER LINE/SERVICE
- IRRIGATED TURF GRASS
- PRAIRIE SEED MIX
- COBBLES
- SHADE TREES
- ORNAMENTAL TREES
- EVERGREEN TREES
- DECIDUOUS SHRUBS
- ORNAMENTAL GRASSES
- EVERGREEN SHRUBS



INSTALLATION GENERAL NOTES

- THE SYSTEM DESIGN ASSUMES A MINIMUM DYNAMIC PRESSURE FOR THE IRRIGATION SYSTEM OF 75 PSI (MINIMUM REQUIRED), AT A MAXIMUM DISCHARGE OF 25 GPM AT THE 1-INCH IRRIGATION POINT-OF-CONNECTION (POC), TAP, METER, AND MASTER VALVE SHALL ALL BE THE SAME SIZE. VERIFY PRESSURE AND FLOW ON SITE PRIOR TO CONSTRUCTION. A BOOSTER PUMP MAY BE NECESSARY IF THE CITY OF EVANS NON-POTABLE WATER SUPPLY DOES NOT PROVIDE A MINIMUM DYNAMIC PRESSURE OF 75 PSI IN THE FUTURE.
- READ THOROUGHLY AND BECOME FAMILIAR WITH THE SPECIFICATIONS AND INSTALLATION DETAILS FOR THIS AND RELATED WORK PRIOR TO CONSTRUCTION.
- COORDINATE UTILITY LOCATES ("CALL BEFORE YOU DIG") OF UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
- DO NOT PROCEED WITH THE INSTALLATION OF THE IRRIGATION SYSTEM WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS OR GRADE DIFFERENCES EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. IF DISCREPANCIES IN CONSTRUCTION DETAILS, LEGEND, NOTES, OR SPECIFICATIONS ARE DISCOVERED, BRING ALL SUCH OBSTRUCTIONS OR DISCREPANCIES TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE.
- THE DRAWINGS ARE DIAGRAMMATIC. THEREFORE, THE FOLLOWING SHOULD BE NOTED:
 - ALTHOUGH IRRIGATION COMPONENTS MAY BE SHOWN OUTSIDE PLANTING AREAS FOR CLARITY, INSTALL IRRIGATION PIPE AND WIRING IN LANDSCAPED AREAS WHENEVER POSSIBLE.
 - TREE AND SHRUB LOCATIONS AS SHOWN ON LANDSCAPE PLANS TAKE PRECEDENCE OVER IRRIGATION EQUIPMENT LOCATIONS. AVOID CONFLICTS BETWEEN THE IRRIGATION SYSTEM, PLANTING MATERIALS, AND ARCHITECTURAL FEATURES.
 - USE ONLY STANDARD TEES AND ELBOW FITTINGS. USE OF TEES IN THE BULLNOSE CONFIGURATION, OR USE OF CROSS TYPE FITTINGS IS NOT ALLOWED.
- PROVIDE THE FOLLOWING COMPONENTS TO THE OWNER PRIOR TO THE COMPLETION OF THE PROJECT:
 - TWO (2) OPERATING KEYS FOR EACH TYPE OF MANUALLY OPERATED VALVES.
 - TWO (2) OF EACH SERVICING WRENCH OR TOOL NEEDED FOR COMPLETE ACCESS, ADJUSTMENT, AND REPAIR OF ALL ROTARY SPRINKLERS.
- SELECT NOZZLES FOR SPRAY AND ROTARY SPRINKLERS WITH ARCS WHICH PROVIDE COMPLETE AND ADEQUATE COVERAGE WITH MINIMUM OVERSPRAY FOR THE SITE CONDITIONS. CAREFULLY ADJUST THE RADIUS OF THROW AND ARC OF COVERAGE OF EACH ROTARY SPRINKLER TO PROVIDE THE BEST PERFORMANCE.
- THE IRRIGATION CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF IRRIGATION SLEEVING. SLEEVES ARE REQUIRED FOR BOTH PIPING AND ELECTRICAL WIRING AT EACH HARDSCAPE CROSSING. COORDINATE INSTALLATION OF SLEEVING WITH OTHER TRADES. ANY PIPE OR WIRE WHICH PASSES BENEATH EXISTING HARDSCAPE WHERE SLEEVING WAS NOT INSTALLED WILL REQUIRE HORIZONTAL BORING BY THE IRRIGATION CONTRACTOR. PIPE SLEEVES SHALL BE SIZED TWICE THE NOMINAL SIZE OF THE PIPE PASSING THROUGH.
- INSTALL ALL ELECTRICAL POWER TO THE IRRIGATION CONTROL SYSTEM IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE AND ALL APPLICABLE LOCAL ELECTRIC UTILITY CODES.
- THE FOLLOWING SHOULD BE NOTED REGARDING PIPE SIZING: IF A SECTION OF UNSIZED PIPE IS LOCATED BETWEEN THE IDENTICALLY SIZED SECTIONS, THE UNSIZED PIPE IS THE SAME NOMINAL SIZE AS THE TWO SIZED SECTIONS. THE UNSIZED PIPE SHOULD NOT BE CONFUSED WITH THE DEFAULT PIPE SIZE NOTED IN THE LEGEND.
- INSTALL TWO (2) #14 AWG CONTROL WIRES FOR USE AS SPARES. INSTALL SPARE WIRES FROM CONTROLLER LOCATION TO EACH DEAD-END OF MAINLINE. COIL 3 FEET OF WIRE IN VALVE BOX.

IRRIGATION LEGEND

- SLEEVES: CLASS 200 PVC
- POINT-OF-CONNECTION ASSEMBLY
- MAINLINE PIPE: CLASS 200 PVC PURPLE PIPE 2-INCH SIZE UNLESS OTHERWISE INDICATED
- LATERAL PIPE TO SPRINKLERS: CLASS 200 PVC PURPLE PIPE 1-INCH SIZE UNLESS OTHERWISE INDICATED
- LATERAL PIPE TO DRIP EMITTERS: UV RADIATION RESISTANT POLYETHYLENE 3/4-INCH SIZE PURPLE PIPE, ROUTING IS DIAGRAMMATIC
- REMOTE CONTROL VALVE ASSEMBLY FOR SPRINKLER LATERALS: WEATHERMATIC MAX-DW-NP (SIZED PER PLAN)
- REMOTE CONTROL DRIP VALVE ASSEMBLY: RAIN BIRD XCZ-PRBR-100-COM
- QUICK COUPLING VALVE ASSEMBLY: RAIN BIRD 5NP
- ISOLATION GATE VALVE ASSEMBLY: MATCO 514
- FLOW SENSOR ASSEMBLY: FLOWMEC QS200-10 ULTRASONIC
- WATER METER AND CURB STOP ASSEMBLY: BY OTHERS
- MASTER VALVE ASSEMBLY: WEATHERMATIC MAX-DW-NP
- FLUSH CAP ASSEMBLY
- UNCONNECTED PIPE CROSSING
- INDICATES CONTROLLER AND STATION NUMBER
- INDICATES LATERAL DISCHARGE (GPM)
- INDICATES VALVE SIZE (INCHES)
- INDICATES LANDSCAPE APPLICATION
- IRRIGATION CONTROLLER UNIT WITH VAR #119178
 THIS IRRIGATION CONTROLLER INCLUDES A WEATHERMATIC SMARTLINK VAR PACKAGE SYSTEM AND MANAGED SERVICES. PLEASE CONTACT PARRY WEBB WITH WEATHERMATIC FOR PRICING 303-638-6268
- c - IRRIGATION CONTROL WIRES IN CONDUIT OR WITH WARNING TAPE
- POP-UP SPRAY SPRINKLER: WEATHERMATIC MAX6-NP-PRS30-CV W/RAIN BIRD U-SERIES NOZZLES
 PRESSURE: 30 PSI RADIUS: 8 FEET
 FLOW (GPM): Q-0.26 H-0.52 F-1.05
- POP-UP SPRAY SPRINKLER: WEATHERMATIC MAX6-NP-PRS30-CV W/RAIN BIRD U-SERIES NOZZLES
 PRESSURE: 30 PSI RADIUS: 10 FEET
 FLOW (GPM): Q-0.41 H-0.82 F-1.64
- POP-UP SPRAY SPRINKLER: WEATHERMATIC MAX6-NP-PRS30-CV W/RAIN BIRD U-SERIES NOZZLES
 PRESSURE: 30 PSI RADIUS: 12 FEET
 FLOW (GPM): Q-0.65 H-1.30 F-2.60
- POP-UP SPRAY SPRINKLER: WEATHERMATIC MAX6-NP-PRS30-CV W/RAIN BIRD U-SERIES NOZZLES
 PRESSURE: 30 PSI RADIUS: 15 FEET
 FLOW (GPM): Q-0.92 H-1.85 F-3.70
- POP-UP SPRAY SPRINKLER: WEATHERMATIC MAX6-NP-PRS30-CV W/RAIN BIRD HE-VAN SERIES NOZZLE
 PRESSURE: 30 PSI RADIUS: VARIES
 FLOW (GPM): HEVAN08-1.17 HEVAN10-1.78 HEVAN12-2.37 HEVAN15-3.70
- POP-UP SPRAY SPRINKLER: WEATHERMATIC MAX6-NP-PRS30-CV W/RAIN BIRD MPR SERIES NOZZLE
 PRESSURE: 30 PSI RADIUS: 4 FEET X 15 FEET
 FLOW (GPM): EST-0.61 SST-1.21
- POP-UP ROTATING SPRAY SPRINKLER: WEATHERMATIC MAX6-NP-PRS40-CV W/HUNTER MP1000 NOZZLES
 PRESSURE: 40 PSI RADIUS: 8 FEET TO 15 FEET
 FLOW (GPM): M-0.42 L-0.63 O-0.84
- POP-UP ROTATING SPRAY SPRINKLER: WEATHERMATIC MAX6-NP-PRS40-CV W/HUNTER MP2000 NOZZLES
 PRESSURE: 40 PSI RADIUS: 13 FEET TO 21 FEET
 FLOW (GPM): K-0.77 G-1.10 R-1.48
- POP-UP ROTATING SPRAY SPRINKLER: WEATHERMATIC MAX6-NP-PRS40-CV W/HUNTER MP3000 NOZZLES
 PRESSURE: 40 PSI RADIUS: 22 FEET TO 30 FEET
 FLOW (GPM): B-1.82 Y-2.73 A-3.64
- POP-UP ROTATING SPRAY SPRINKLER: WEATHERMATIC MAX6-NP-PRS40-CV W/HUNTER MP3500 NOZZLE
 PRESSURE: 40 PSI RADIUS: 31 FEET TO 35 FEET
 FLOW (GPM): 90°-1.28 180°-2.86 210°-3.29
- POP-UP ROTATING SPRAY SPRINKLER: WEATHERMATIC MAX6-NP-PRS40-CV W/HUNTER MPCORNER NOZZLE
 PRESSURE: 40 PSI RADIUS: 8 FEET TO 14 FEET
 FLOW (GPM): 45°-0.19 90°-0.39 105°-0.45

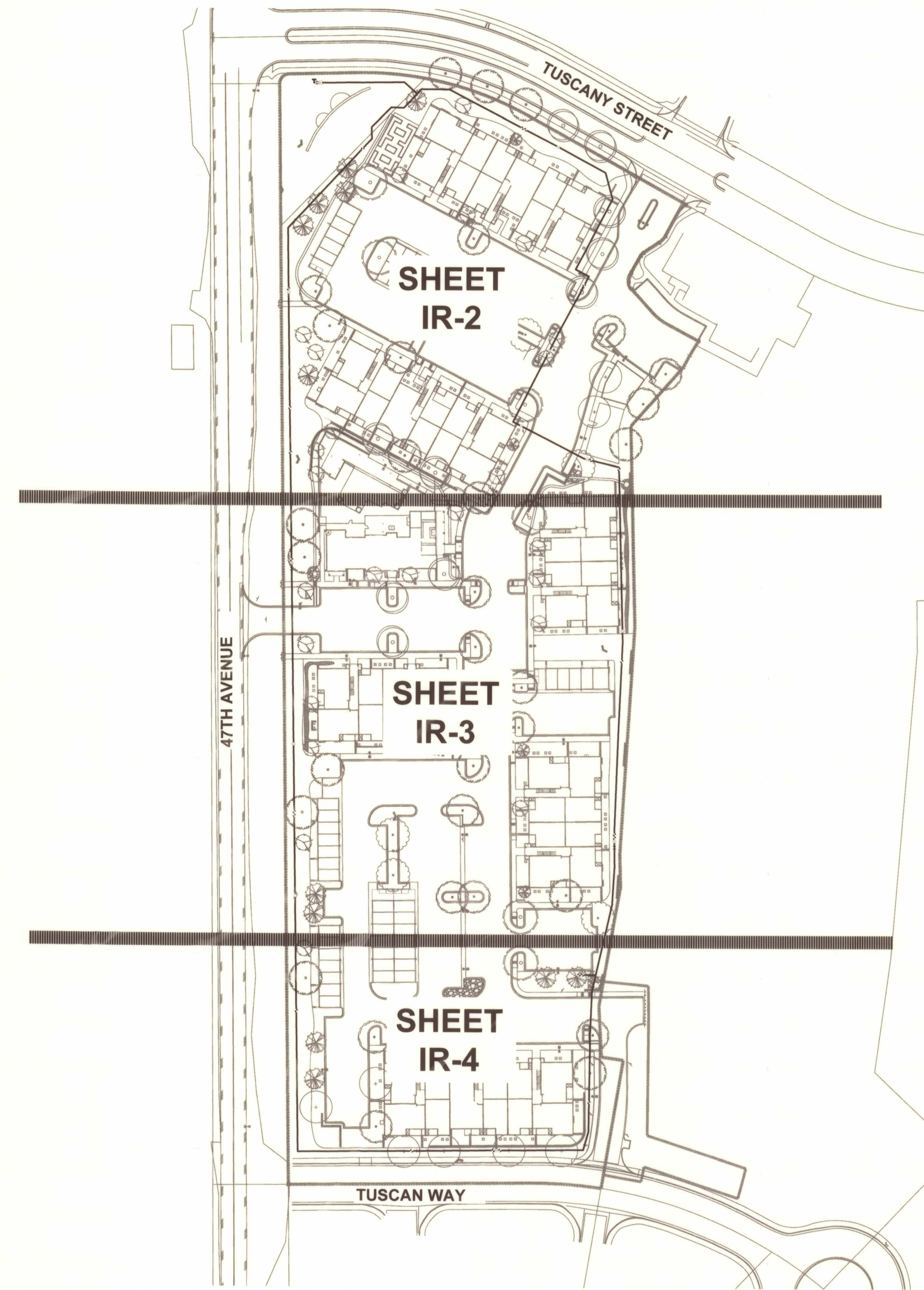
CONSTRUCTION NOTES

- THE IRRIGATION SYSTEM POINT-OF-CONNECTION (POC) SHALL BE DOWNSTREAM OF THE IRRIGATION WATER TAP AND METER INSTALLED BY SITE CONTRACTOR PER CITY OF EVANS STANDARDS (SEE DETAIL 19), AT THE APPROXIMATE LOCATION SHOWN. INSTALL MASTER VALVE ASSEMBLY AS INDICATED, SAME SIZE AS POC. VERIFY EXACT LOCATION OF POC WITH OWNER'S REPRESENTATIVE.
- WALL MOUNT THE IRRIGATION CONTROLLER AT THE APPROXIMATE LOCATION SHOWN. COORDINATE ELECTRICAL POWER TO THE CONTROLLER WITH THE OWNER'S REPRESENTATIVE. CARE SHOULD BE TAKEN TO INSTALL THE IRRIGATION CONTROLLER IN A LOCATION THAT IS ACCESSIBLE FOR MAINTENANCE, AND SCREENED FROM VIEW EITHER BEHIND ENTRY WALLS, NEXT TO BUILDINGS, OR BEHIND PLANT MATERIAL. FINAL LOCATION TO BE APPROVED BY OWNER'S REPRESENTATIVE.
- IRRIGATION SHOWN OUT OF LANDSCAPED AREA FOR CLARITY ONLY. INSTALL IRRIGATION COMPONENTS WITHIN LANDSCAPED AREA.

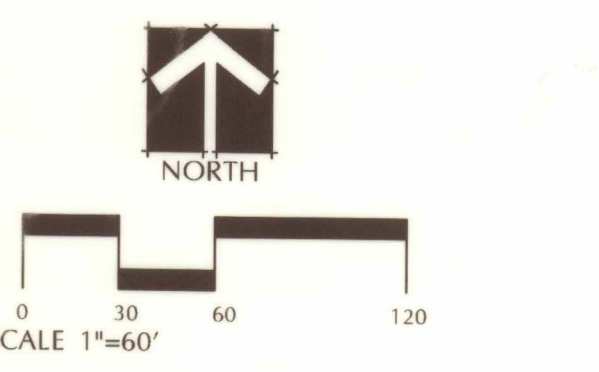
IRRIGATION PIPE SCHEDULE

CLASS 200 PVC PIPE	
SIZE	FLOW (GPM)
1-INCH	0-15
1.25-INCH	16-25
1.5-INCH	26-35
2-INCH	36-55
2.5-INCH	56-80
3-INCH	81-110
4-INCH	111-200

IF THERE IS A DISCREPANCY BETWEEN PIPE SIZES SHOWN ON THE DRAWINGS AND THIS PIPE SCHEDULE, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE IRRIGATION DESIGNER FOR CLARIFICATION.



OVERALL IRRIGATION PLAN/ SHEET KEY SCALE 1" = 60'



Wildhorse at Tuscany Irrigation Plans

EVANS, COLORADO

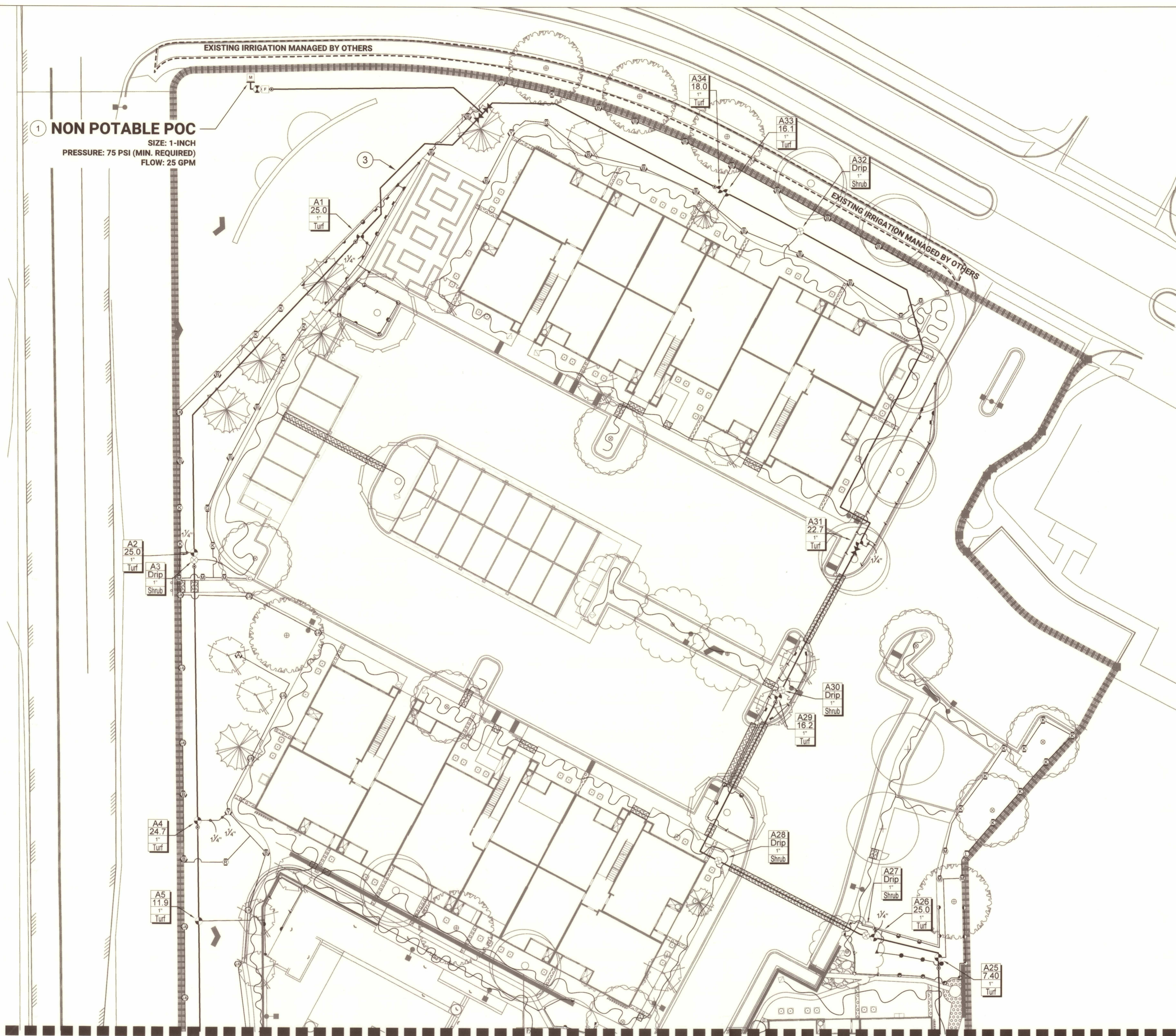
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 ACAD FILE: IR-WILDHORSE
 DRAWN: BI
 CHECKED: EP
 ISSUE DATE: FEBRUARY 19, 2020

REVISIONS	DATE

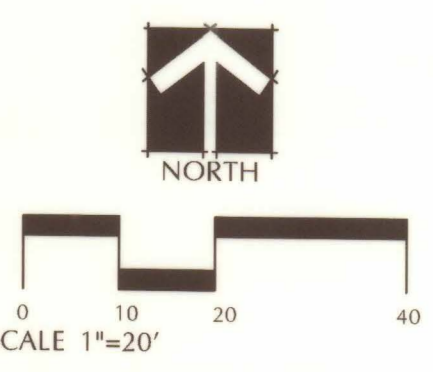
SHEET TITLE:
**IRRIGATION PLAN
 NORTH**

SHEET NO:
IR-2

Hines Inc
 SITE WATER ENGINEERING SERVICES
 323 W. DRAKE RD, SUITE 204
 FORT COLLINS, COLORADO 80526
 Telephone: 970.282.1800
 Web: www.hinesinc.com



MATCHLINE SHEET IR-3



Wildhorse at Tuscany Irrigation Plans

EVANS, COLORADO

JOB NO:	51503
ACAD FILE:	IR - WILDHORSE
DRAWN:	BI
CHECKED:	EP
ISSUE DATE:	FEBRUARY 19, 2020
REVISIONS	DATE

SHEET TITLE:
**IRRIGATION PLAN
 MIDDLE**

SHEET NO:
IR-3

MATCHLINE SHEET IR-2

MATCHLINE SHEET IR-4

CONTROLLER 2
 120 VAC POWER REQUIRED

A6
 25.0
 1"
 Turf

A7
 Drip
 1"
 Shrub

A8
 Drip
 1"
 Shrub

A9
 23.5
 1"
 Turf

A10
 25.0
 1"
 Turf

A11
 Drip
 1"
 Shrub

A24
 Drip
 1"
 Shrub

A23
 23.8
 1"
 Turf

A22
 23.2
 1"
 Turf

A20
 Drip
 1"
 Shrub

A21
 25.0
 1"
 Turf



SCALE 1"=20'

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MATCHLINE SHEET IR-3

A12
24.6
1"
Turf

A18
25.0
1"
Turf

A19
13.0
1"
Turf

A17
17.6
1"
Turf

A13
23.4
1"
Turf

A14
20.8
1"
Turf

A15
Drip
1"
Shrub

A16
21.9
1"
Turf



0 10 20 40
SCALE 1"=20'

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EVANS, COLORADO 80522-1889
970.472.9125 T
970.494.0728 F
www.vignetestudios.com

CLIENT
Mountain Regions Dev.
461 Harbor Ct.
Windsor, CO 90550

Wildhorse at Tuscany Irrigation Plans

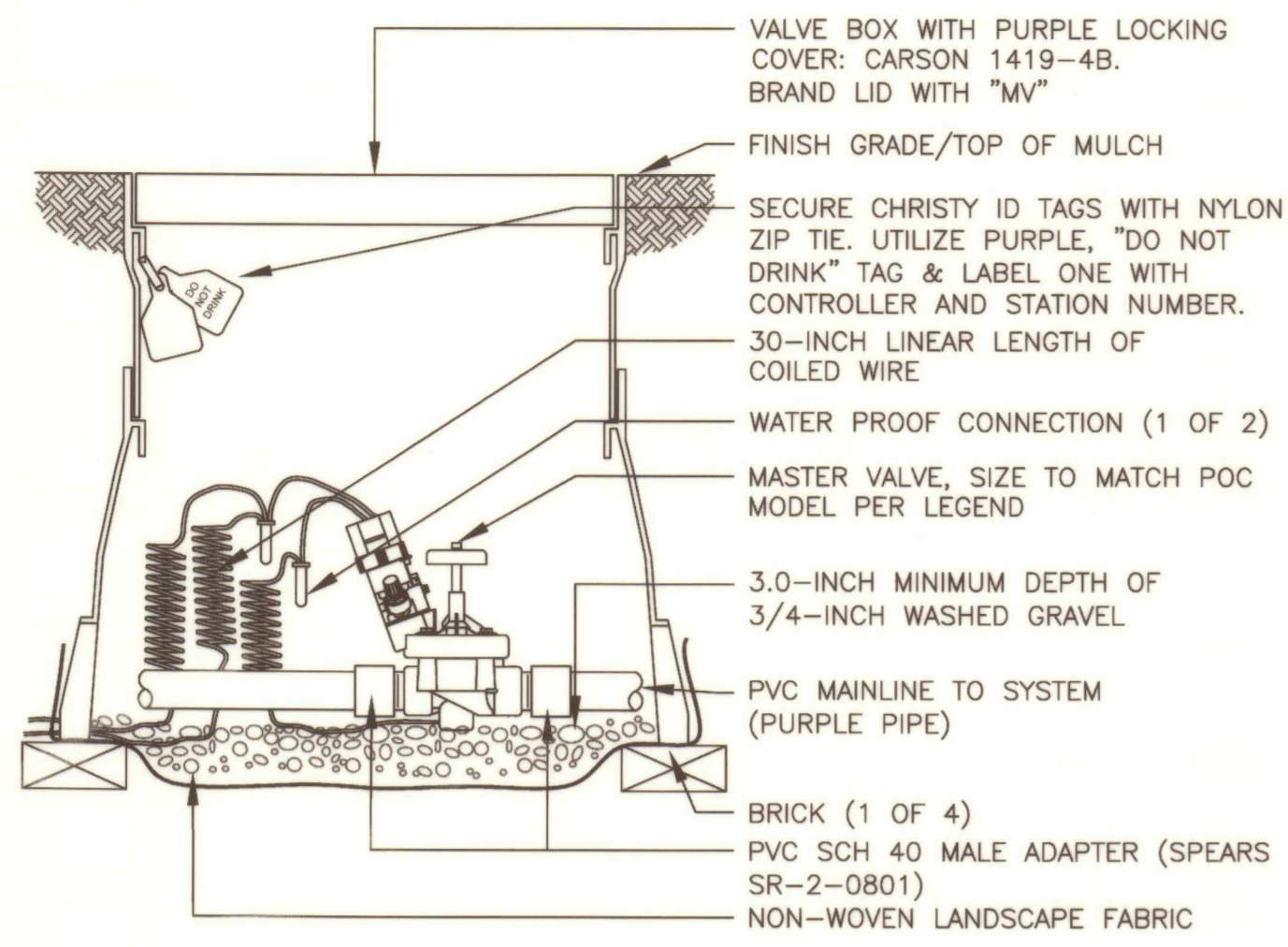
EVANS, COLORADO

JOB NO: 51503
ACAD FILE: IR-WILDHORSE
DRAWN: BI
CHECKED: EP
ISSUE DATE: FEBRUARY 19, 2020

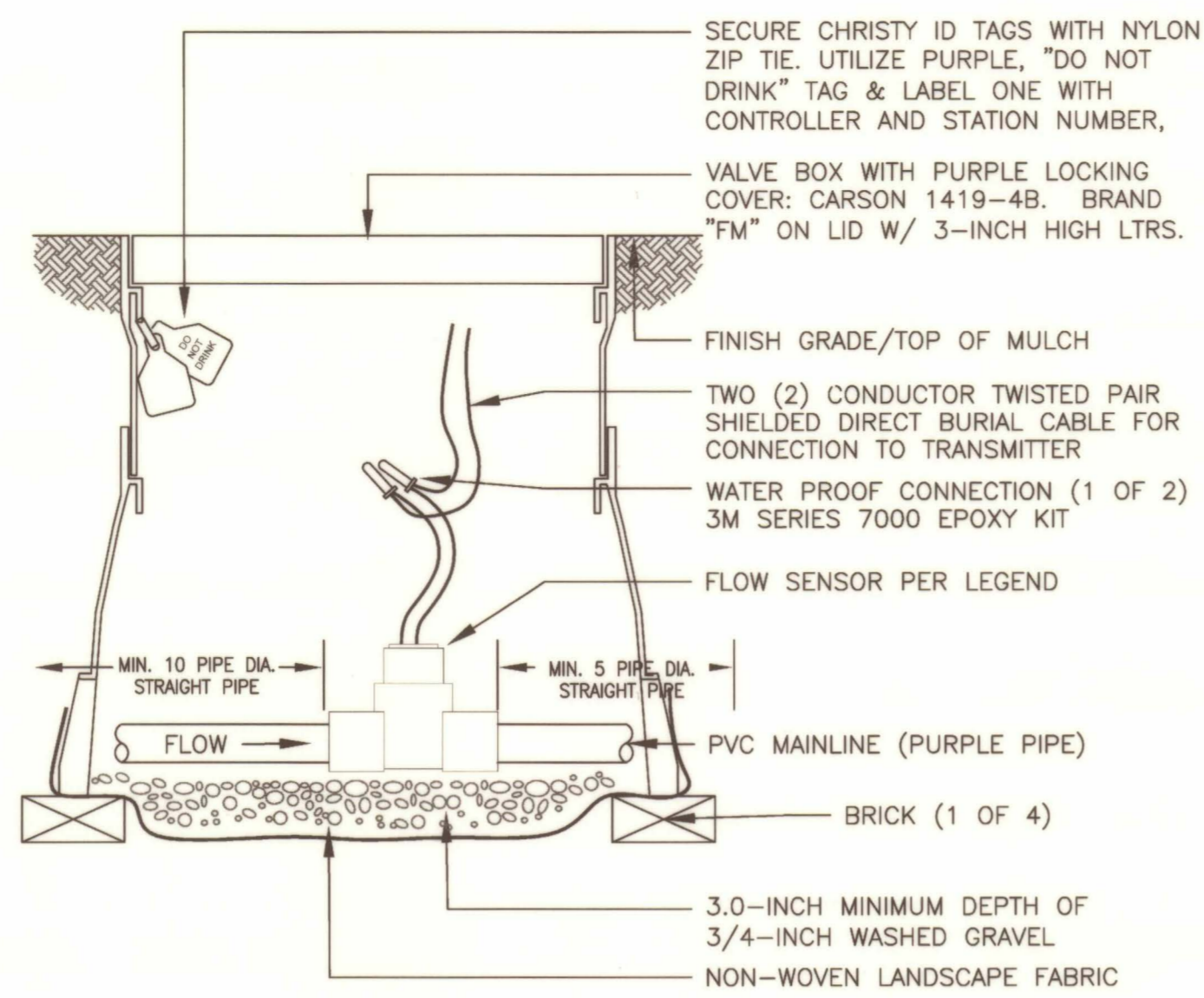
REVISIONS	DATE

SHEET TITLE:
**IRRIGATION PLAN
SOUTH**

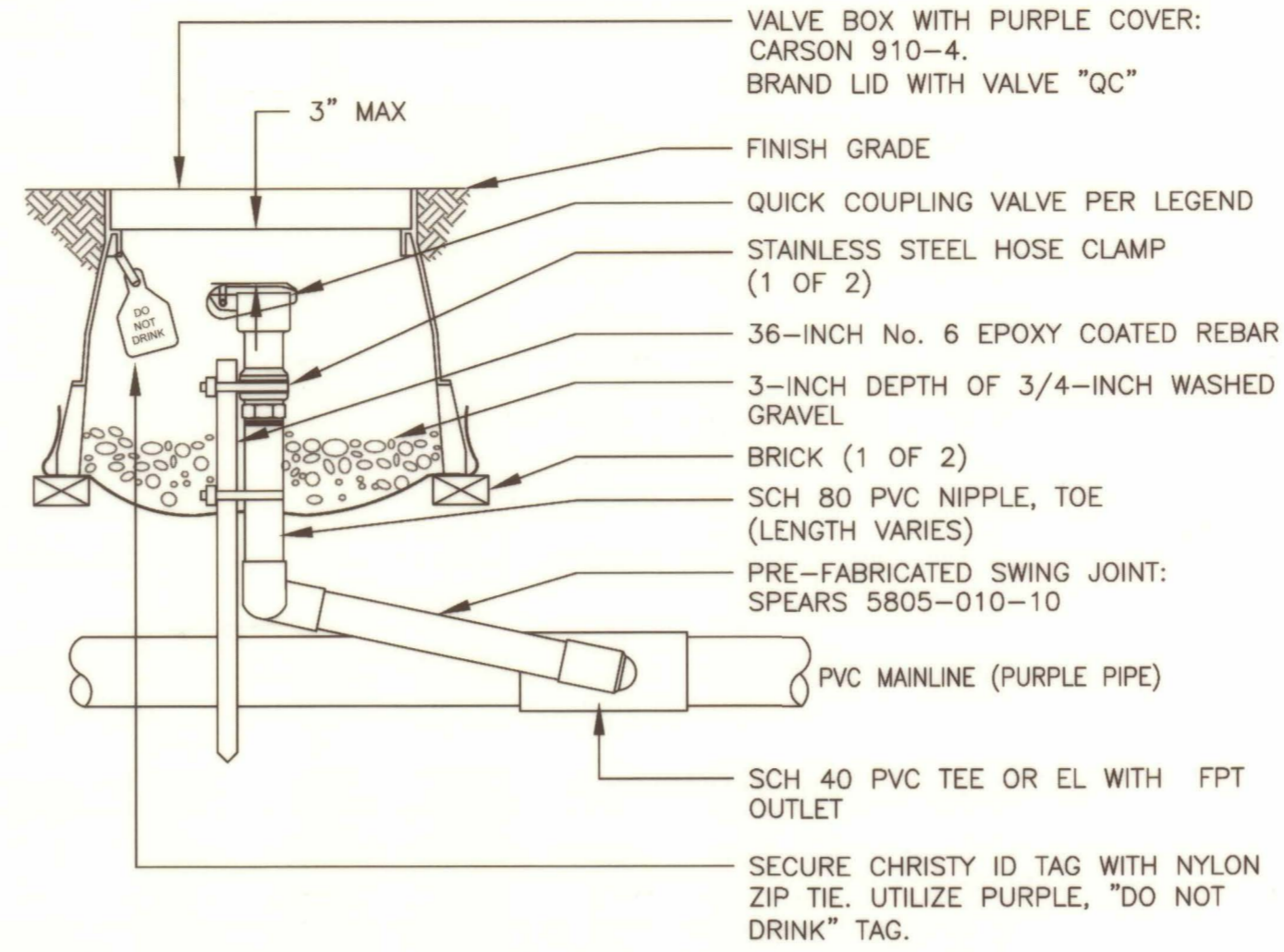
SHEET NO:
IR-4



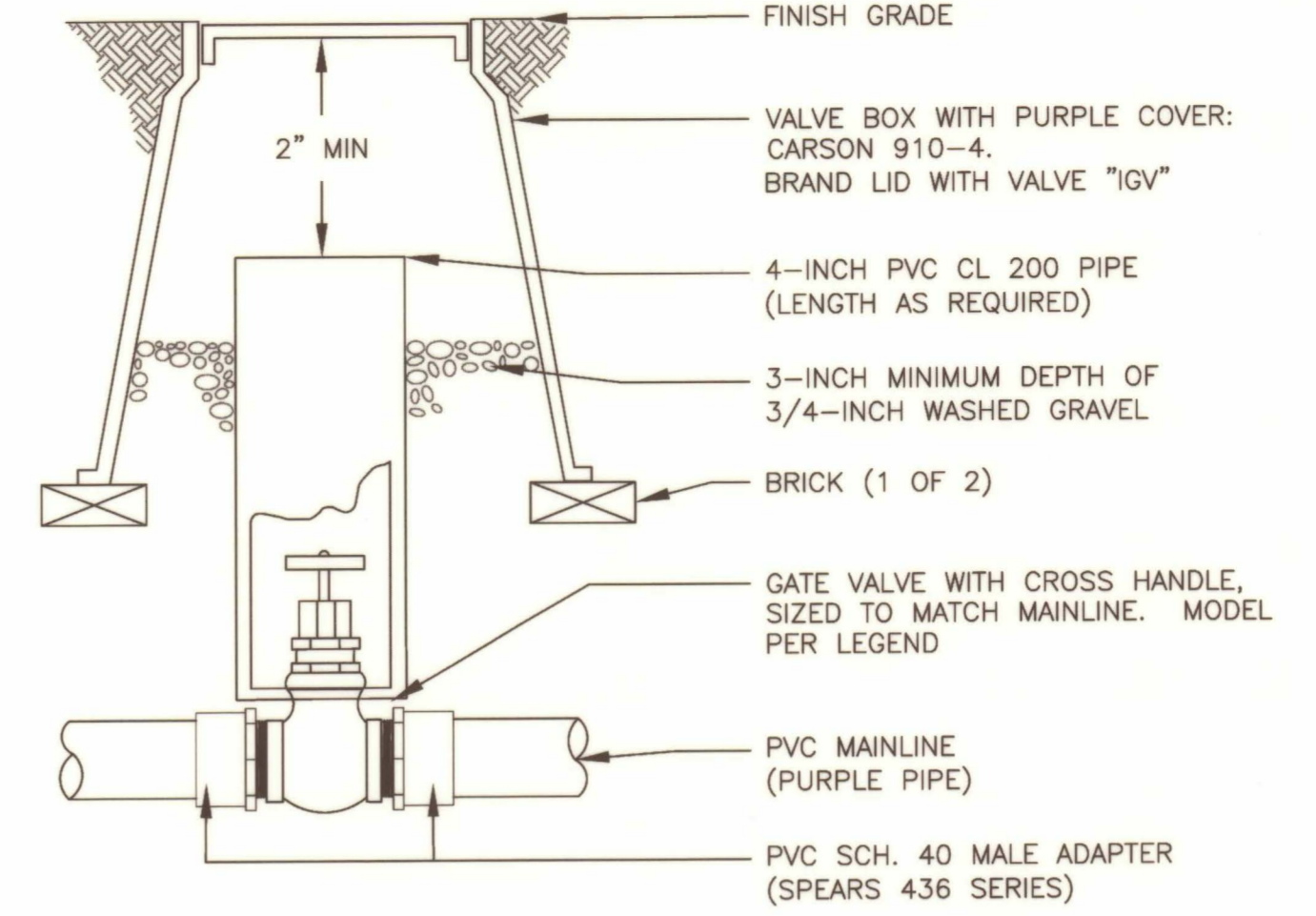
1 MASTER VALVE ASSEMBLY



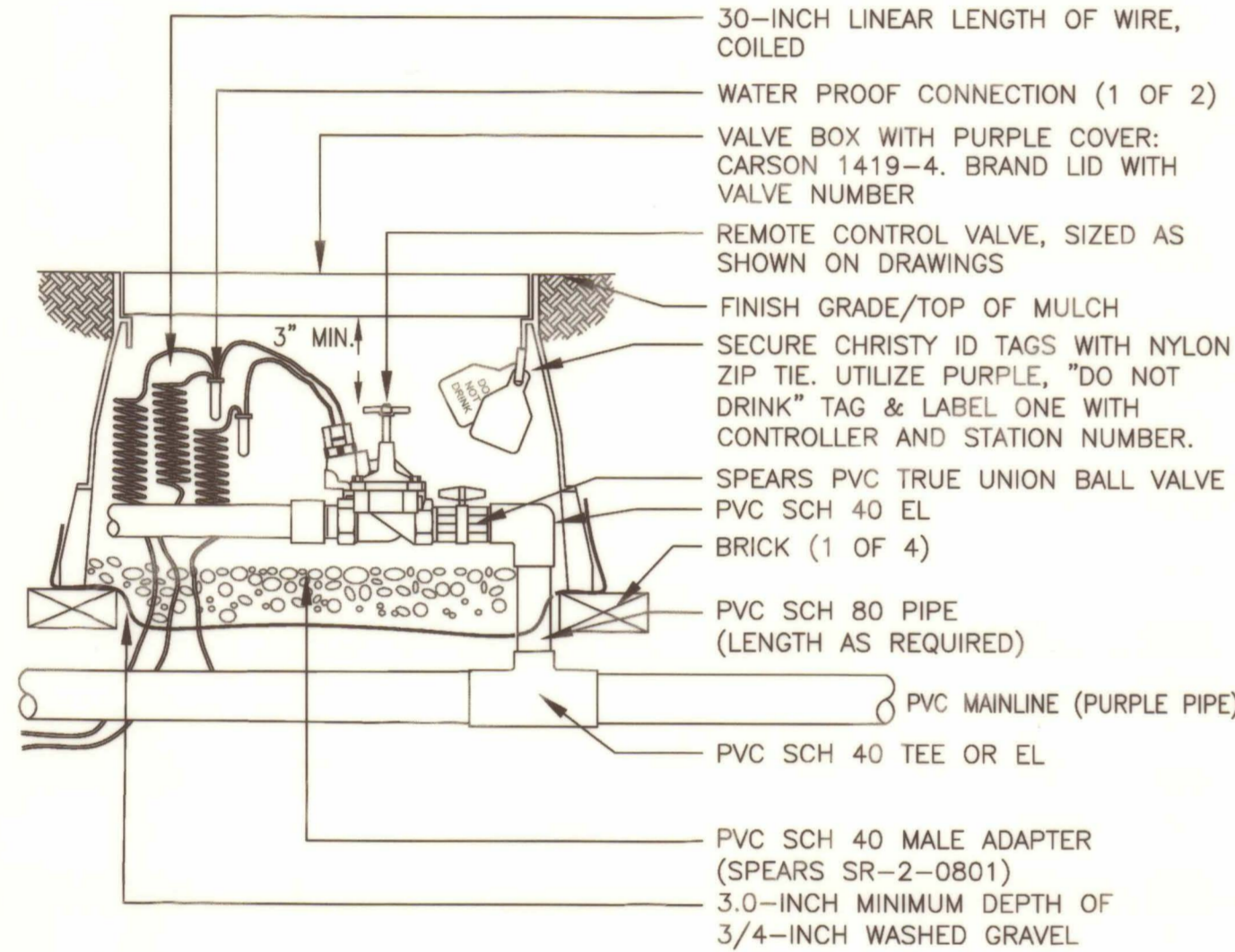
2 FLOW SENSOR ASSEMBLY



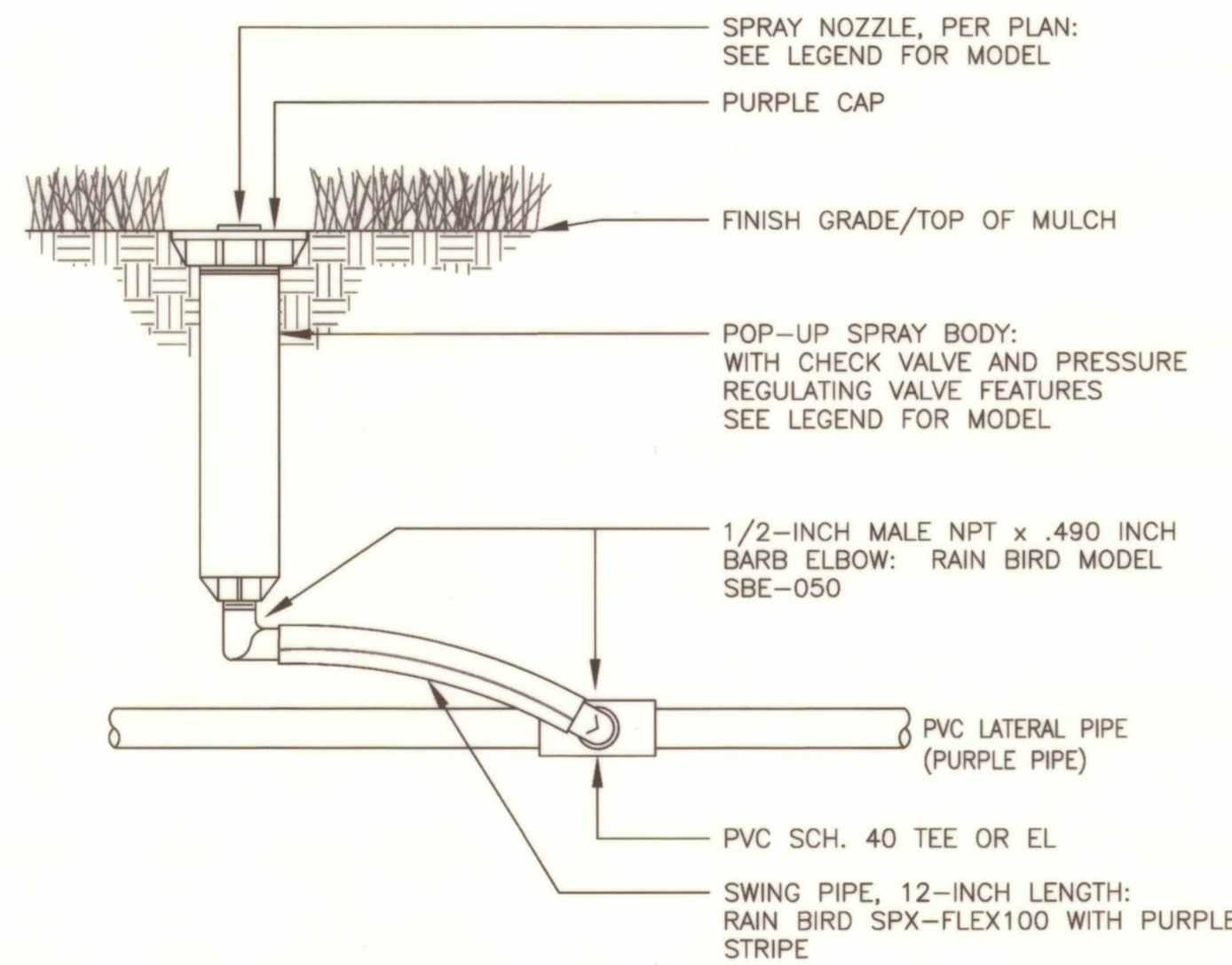
3 QUICK COUPLING VALVE ASSEMBLY



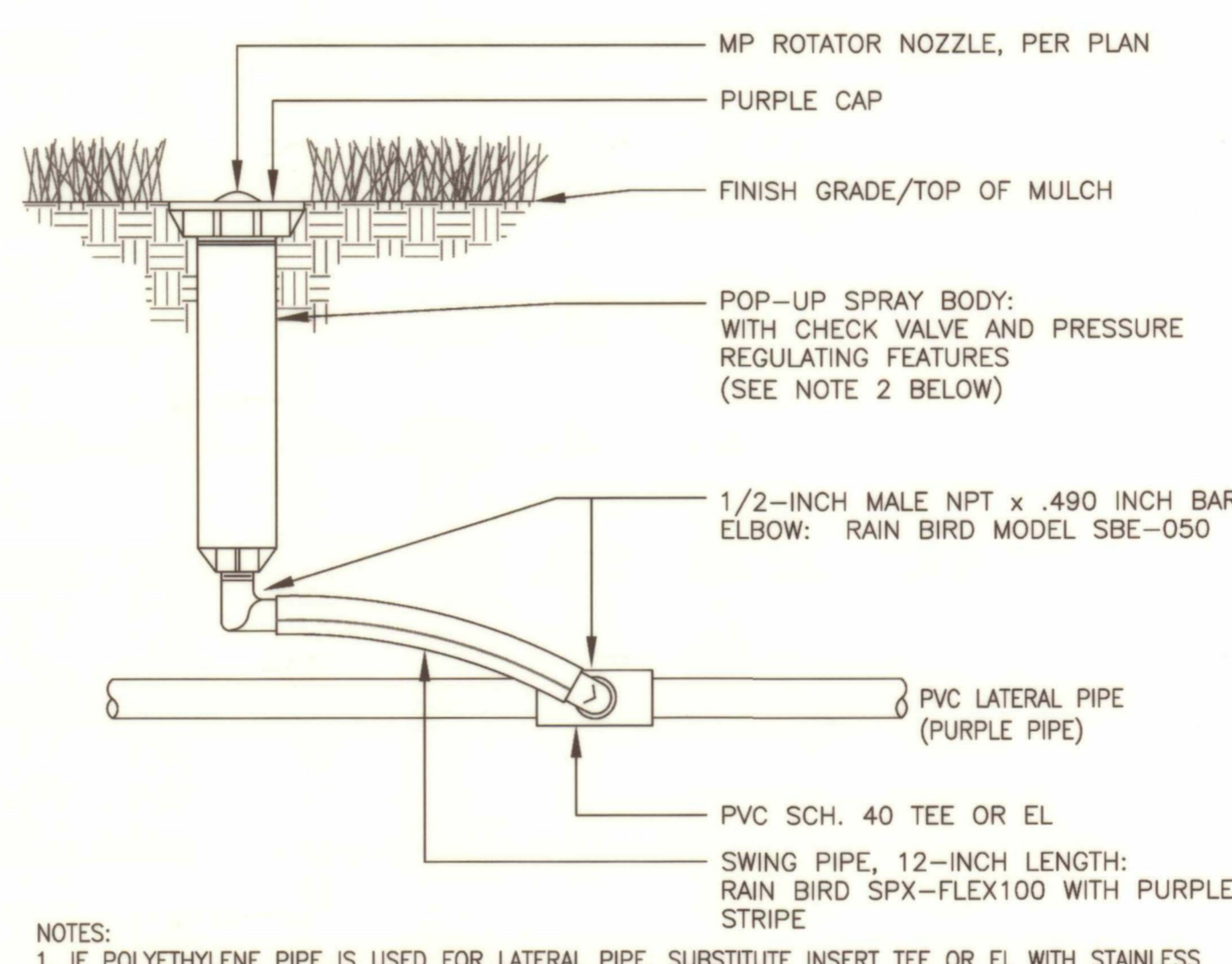
4 ISOLATION GATE VALVE ASSEMBLY



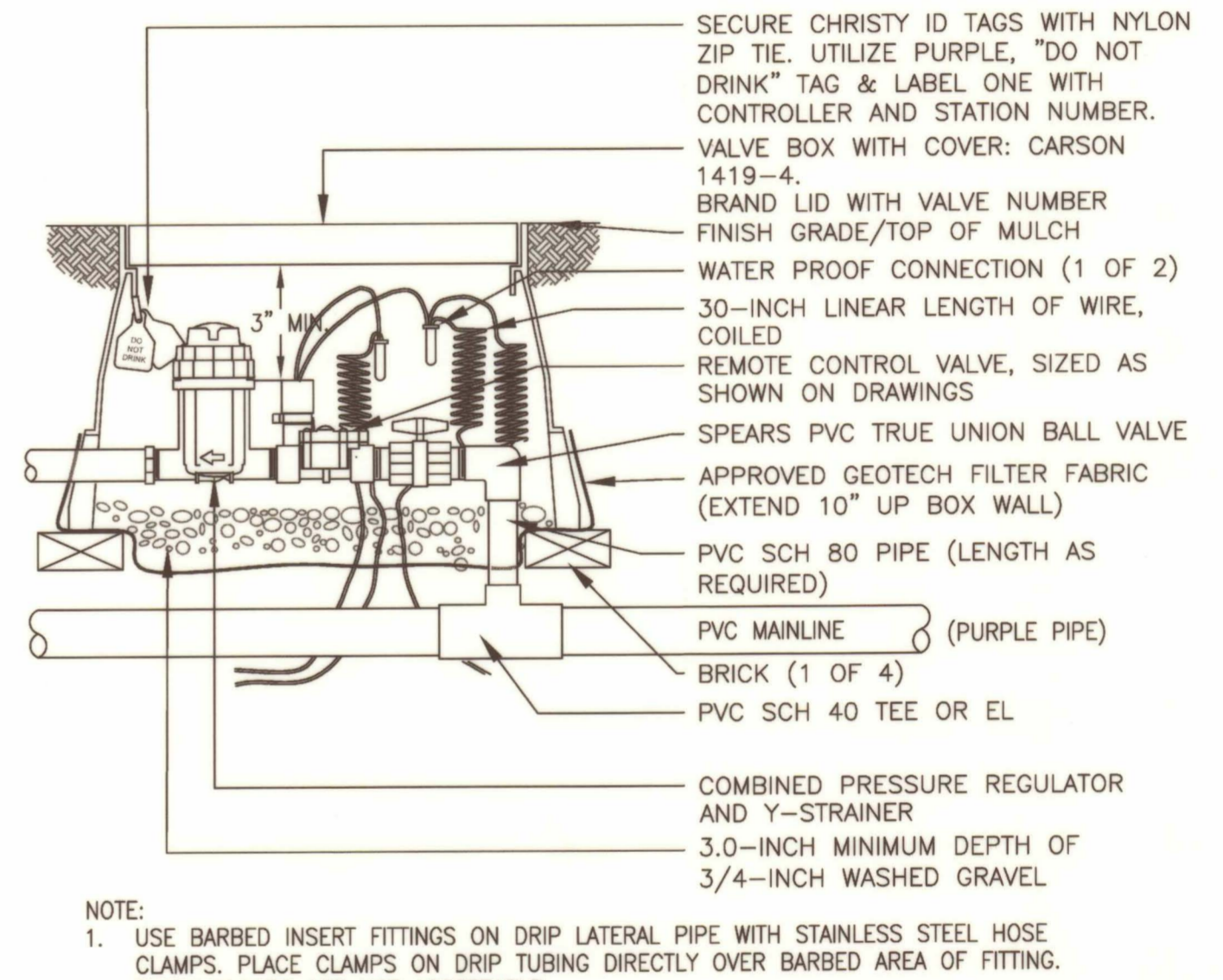
5 REMOTE CONTROL TURF VALVE ASSEMBLY



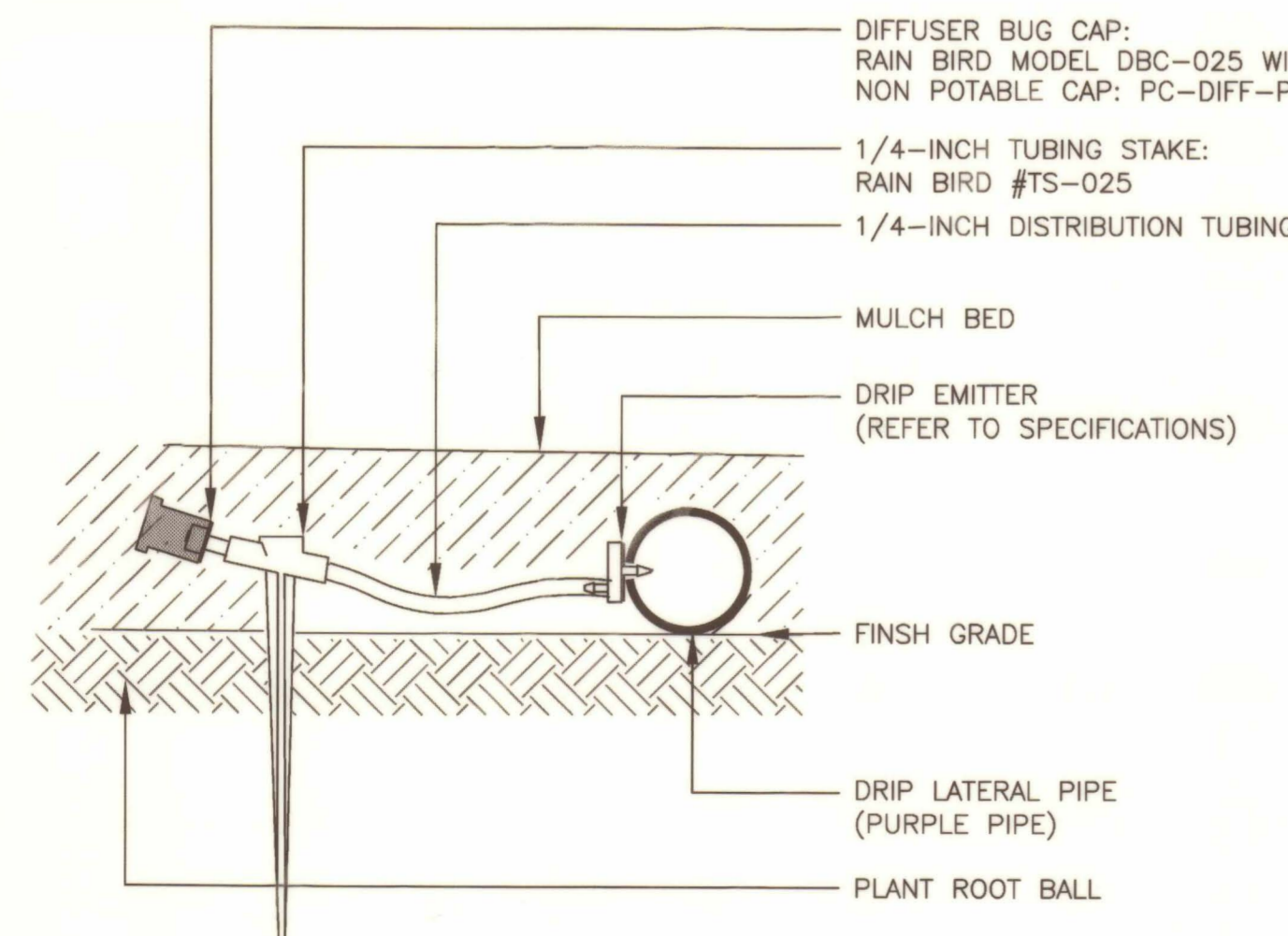
6 6-INCH POP UP SPRINKLER ASSEMBLY



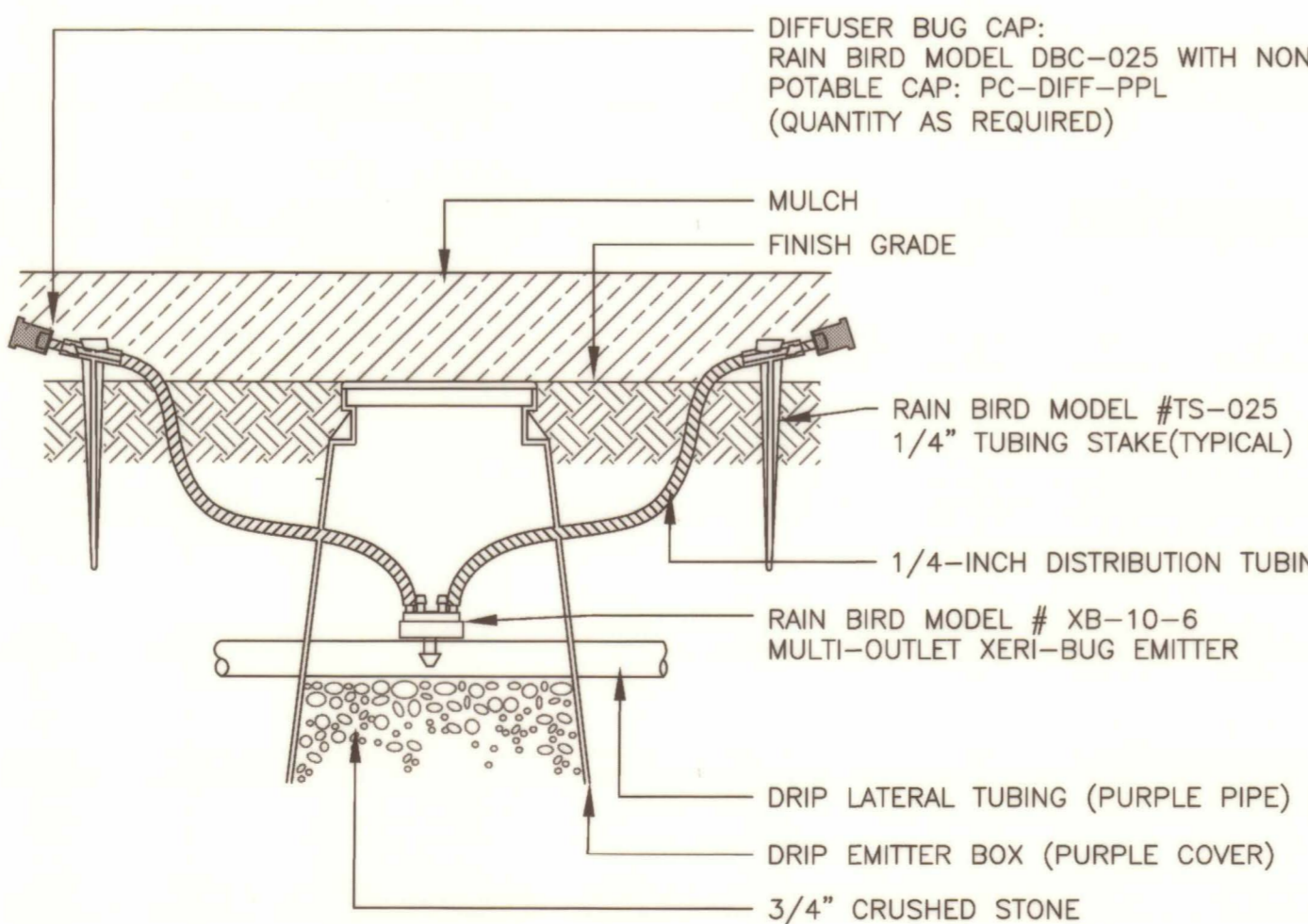
7 6-INCH POP UP MP-ROTATOR ASSEMBLY



8 REMOTE CONTROL DRIP VALVE ASSEMBLY



9 SINGLE OUTLET DRIP EMITTER ASSEMBLY

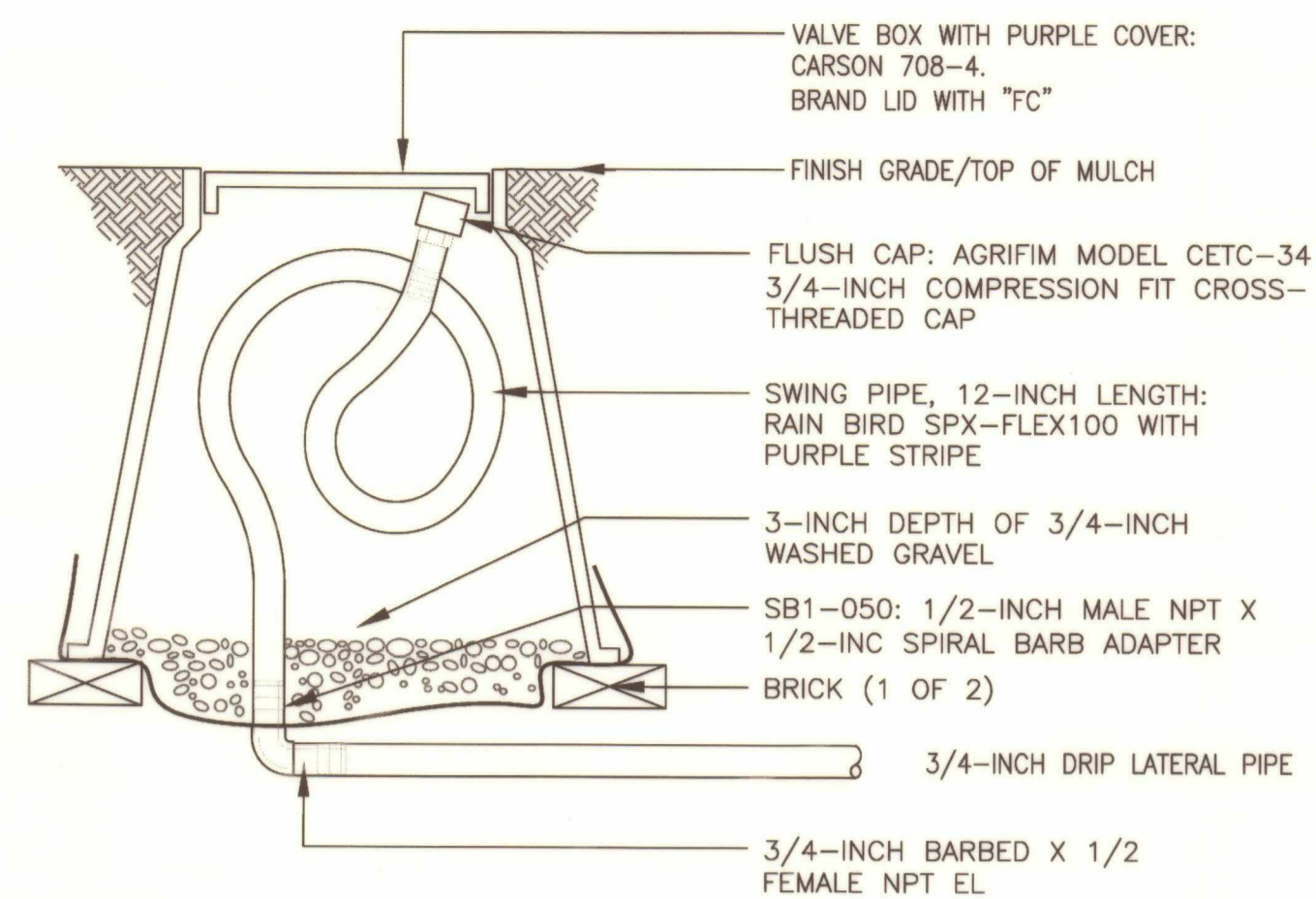


10 MULTI-OUTLET DRIP EMITTER ASSEMBLY FOR TREES IN BEDS

PLANT TYPE	EMITTERS PER PLANT	GPH PER EMITTER	TOTAL GPH PER PLANT
TREES 2" CAL	4 SINGLE	1 GPH	4 GPH
LARGE SHRUBS 5 GAL	2 SINGLE	1 GPH	2 GPH
SMALL SHRUBS 1 GAL	1 SINGLE	1 GPH	1 GPH
GC/PERENNIAL	1 SINGLE	1 GPH	1 GPH
CACTI	1 SINGLE	0.5 GPH	0.5 GPH

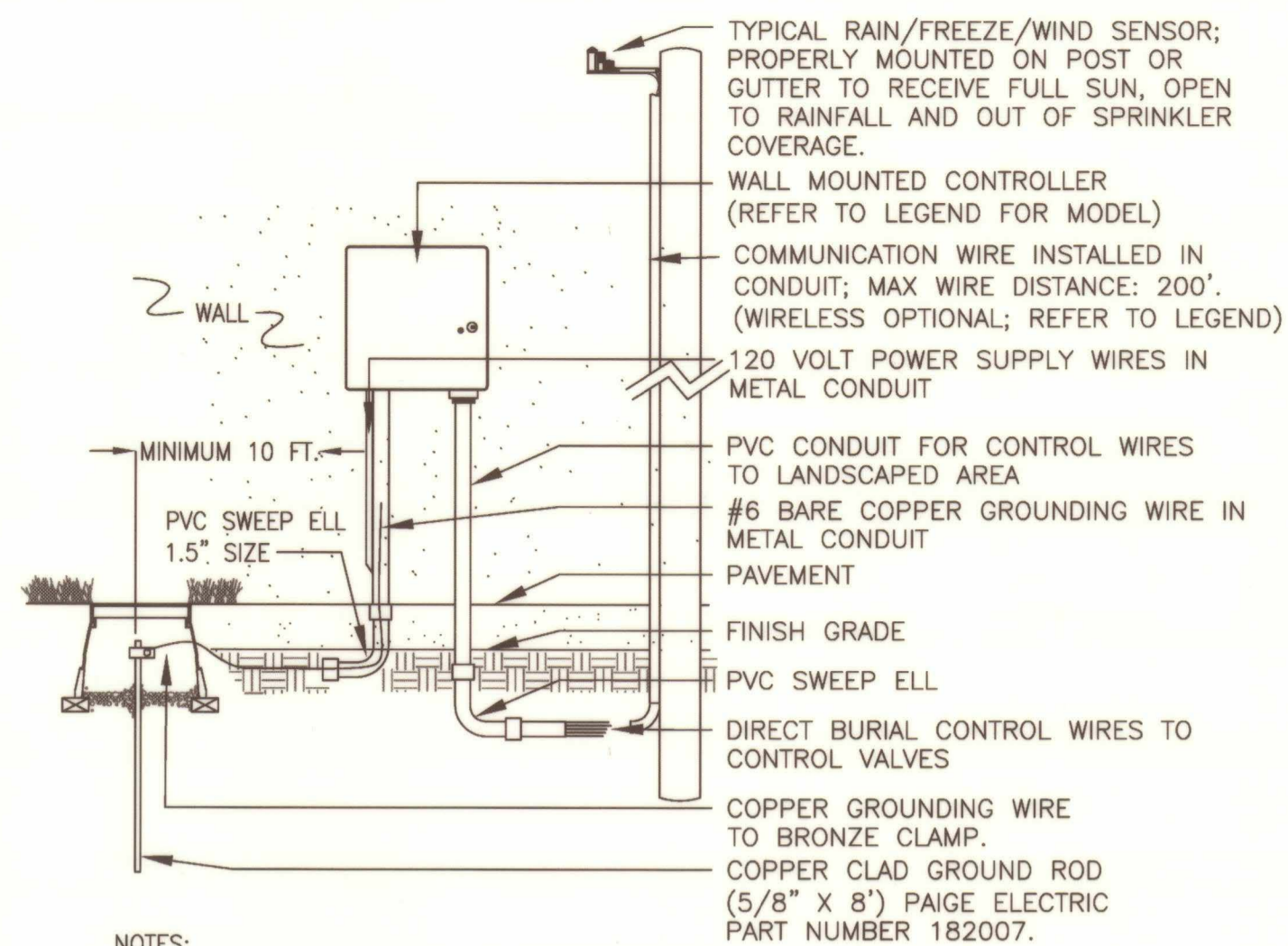
11 EMITTER SCHEDULE

NOTES:
 1. ALL EMISSION POINTS TO BE LOCATED ON THE UPHILL SIDE OF PLANT MATERIAL.
 2. ALL EMITTER QUANTITIES AND FLOW RATES ARE FOR RECOMMENDATION ONLY. THE CONTRACTOR SHALL CONSULT AND CONFIRM WITH LOCAL PRACTICE PRIOR TO INSTALLATION.



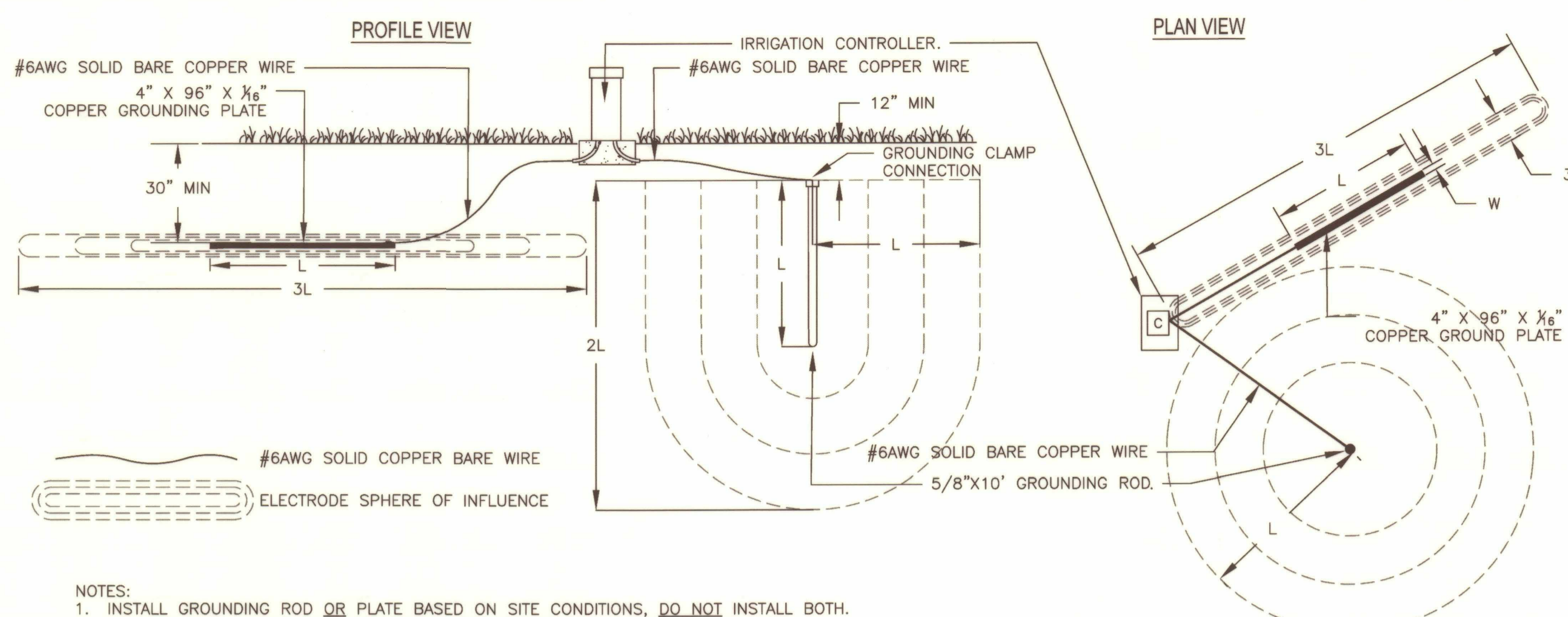
NOTE:
1. LOOP IRRIGATION DRIP TUBING INSIDE VALVE BOX FOR EXTENSION OUTSIDE OF BOX DURING BLOWOUT.

12 DRIP FLUSH CAP ASSEMBLY



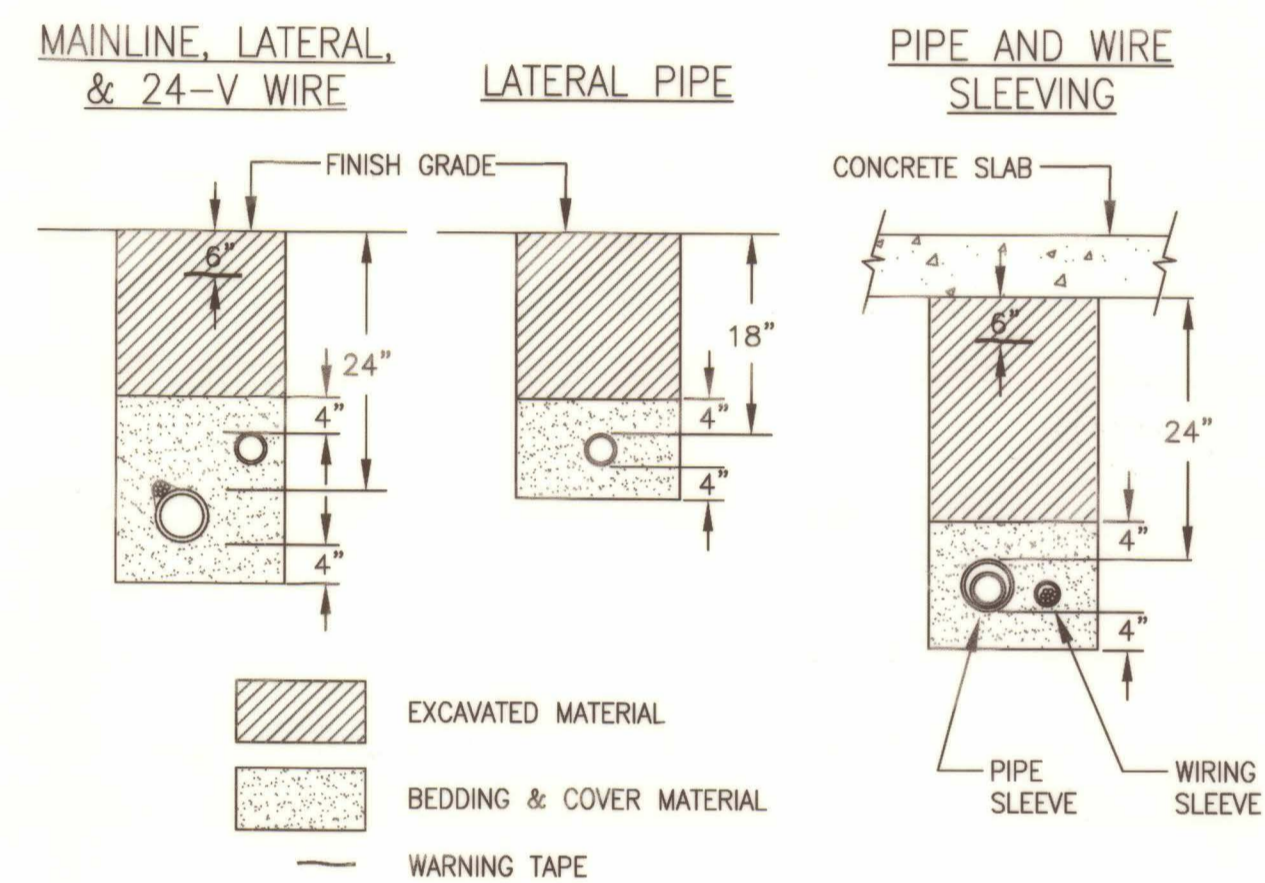
NOTES:
1. INSTALL ALL WIRING PER LOCAL ELECTRICAL CODES.
2. INSTALL GROUND ROD WITHIN IRRIGATED TURF AREA. IF IRRIGATED TURF AREA IS NOT IN CLOSE PROXIMITY TO CONTROLLER, INSTALL ONE (1) DRIP EMITTER FROM NEAREST DRIP VALVE IN VALVE BOX HOUSING GROUNDING ROD.

13 WALL MOUNT CONTROLLER ASSEMBLY



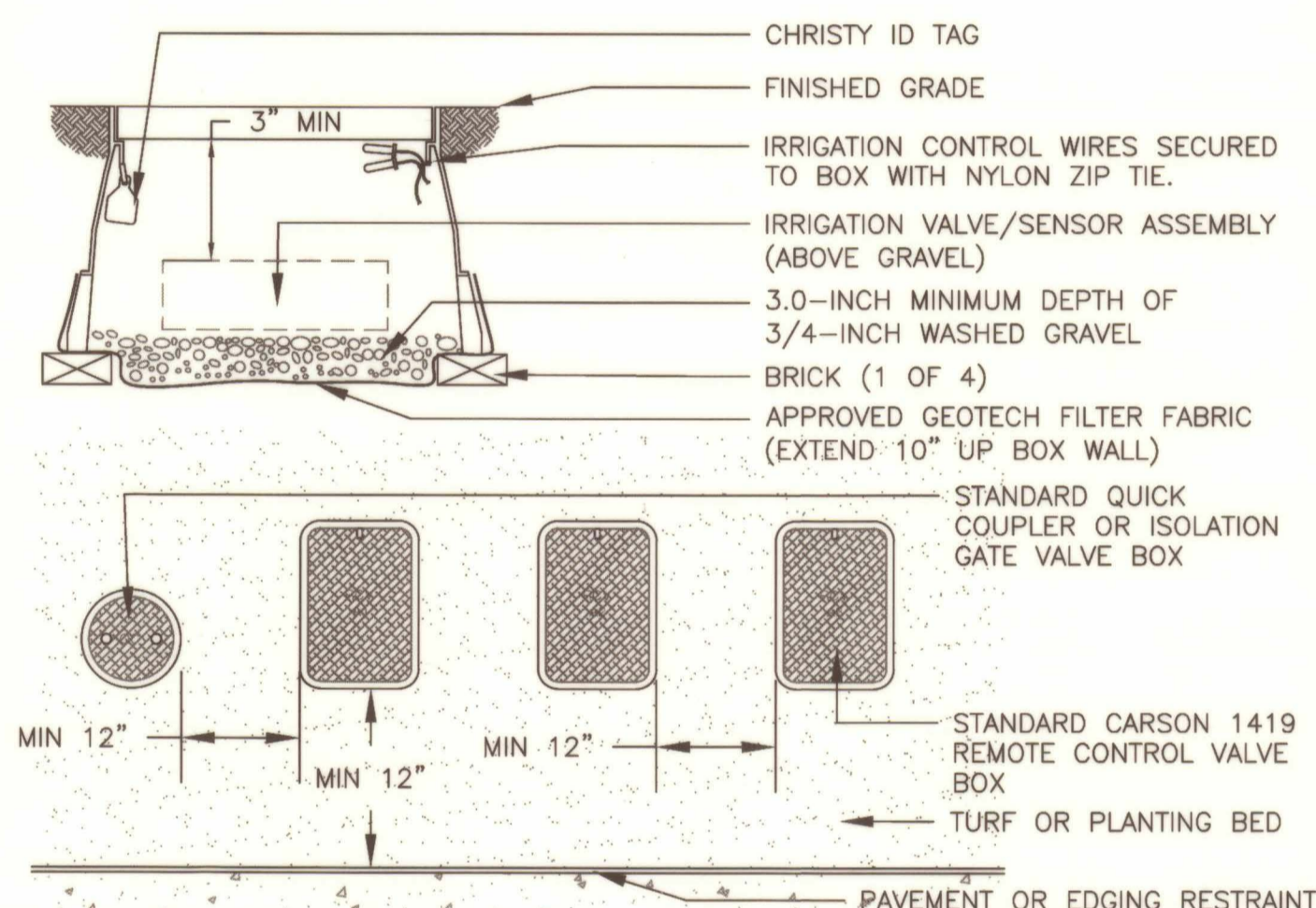
NOTES:
1. INSTALL GROUNDING ROD OR PLATE BASED ON SITE CONDITIONS, DO NOT INSTALL BOTH.
2. DO NOT INSTALL ANY OTHER WIRE OR CABLES INSIDE THE SPHERE OF INFLUENCE.
3. INSTALL GROUNDING PLATE AT A MINIMUM OF 30-INCHES BELOW GRADE OR BELOW FROST-LINE, WHICHEVER IS DEEPER.
4. TYPICAL INSTALLATION SHOWN FOR AN IRRIGATION CONTROLLER CAPACITY OF 64 STATIONS OR LESS, INSTALL AN ADDITIONAL GROUNDING ROD/PLATE PER 64 STATIONS.

14 TYPICAL IRRIGATION CONTROLLER GROUNDING ROD OR PLATE INSTALLATION



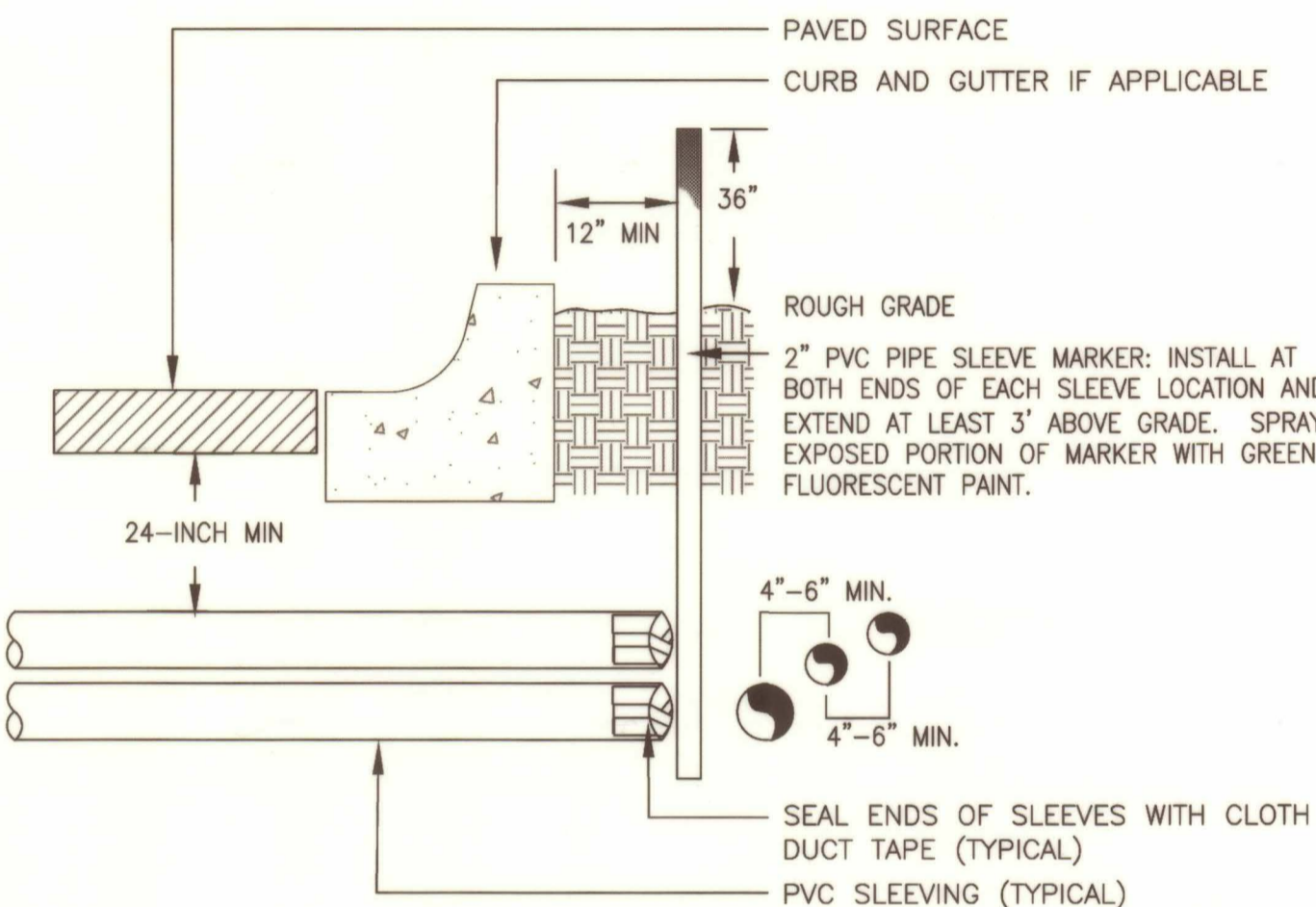
NOTES:
1. SLEEVE ALL PIPE AND WIRE SEPARATELY.
2. ALL PIPE TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. "SNAKE" UNSLEEVED PLASTIC PIPE IN TRENCH. PROVIDE A MINIMUM OF 2" CLEARANCE TO SIDE OF TRENCH AND BETWEEN PIPES.
3. ALL 120-V WIRING SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODE REQUIREMENTS. TAPE AND BUNDLE 24-V WIRE EVERY 10' AND PROVIDE LOOSE 20" LOOP AT ALL CHANGES OF DIRECTION OVER 30 DEGREES.

16 TYPICAL TRENCHING DETAIL



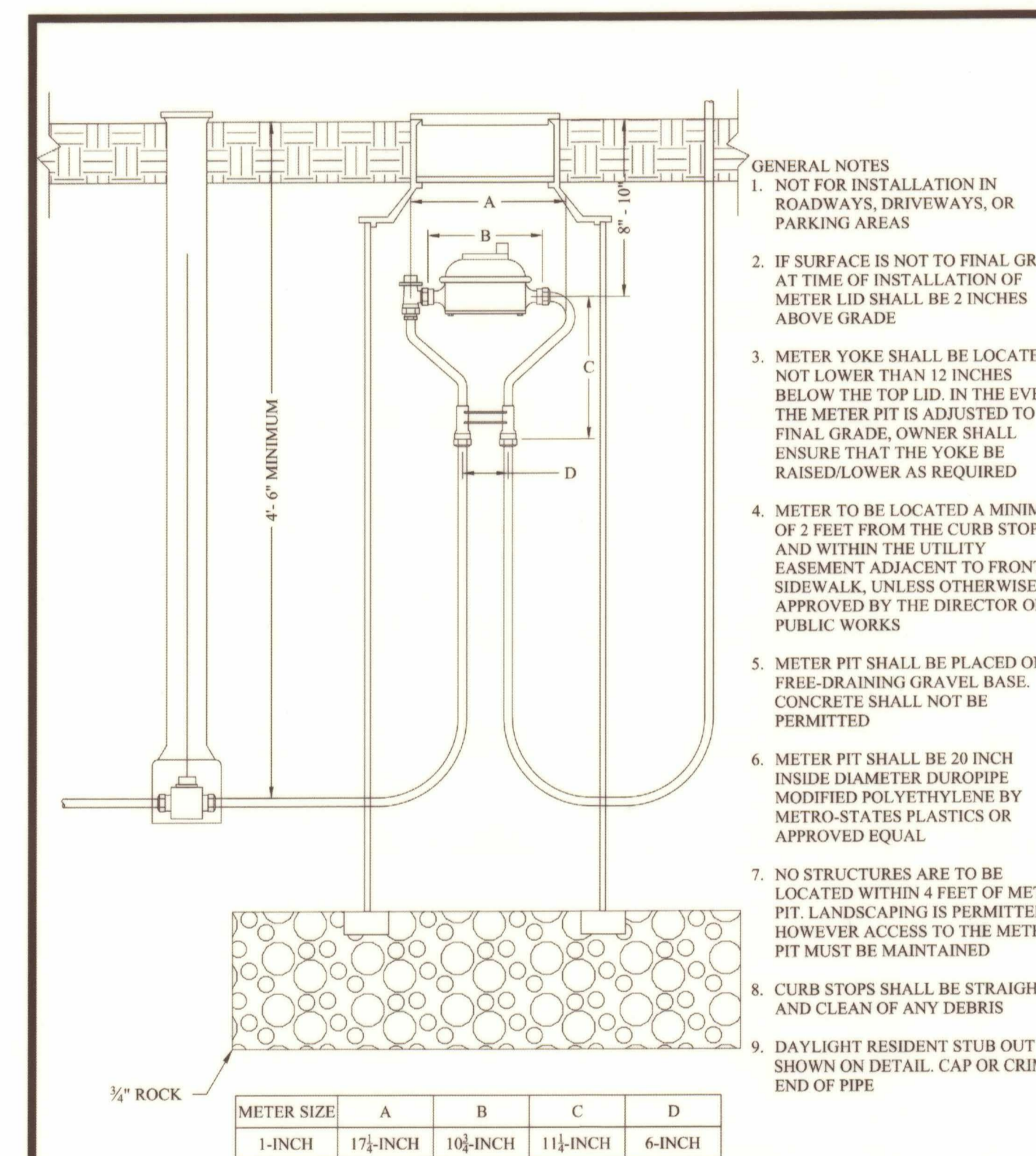
NOTES:
1. INSTALL ONLY ONE RCV TO VALVE BOX. LOCATE AT LEAST 12-INCHES FROM AND ALIGN WITH NEARBY WALLS OR EDGES OF PAVED AREAS. GROUP RCV ASSEMBLIES TOGETHER WHERE PRACTICAL.
2. INSTALL ONLY ONE RCV TO VALVE BOX. LOCATE AT LEAST 12-INCHES FROM AND ALIGN WITH NEARBY WALLS OR EDGES OF PAVED AREAS. GROUP RCV ASSEMBLIES TOGETHER WHERE PRACTICAL.
3. GROUP RCV ASSEMBLIES TOGETHER WHERE PRACTICAL, BUT AVOID GROUPING MORE THAN THREE (3) STANDARD VALVE BOXES TOGETHER IN A SERIES.
4. ARRANGE GROUPED VALVE BOXES IN RECTANGULAR PATTERNS.

17 TYPICAL VALVE BOX INSTALLATION



NOTE:
1) ALL SLEEVING TO BE CLASS 200 BE PVC, SIZED AS NOTED.
2) INSTALL SLEEVES IN SIDE-BY-SIDE CONFIGURATION WHERE MULTIPLE SLEEVES ARE TO BE INSTALLED. SPACE SLEEVES 4\"/>

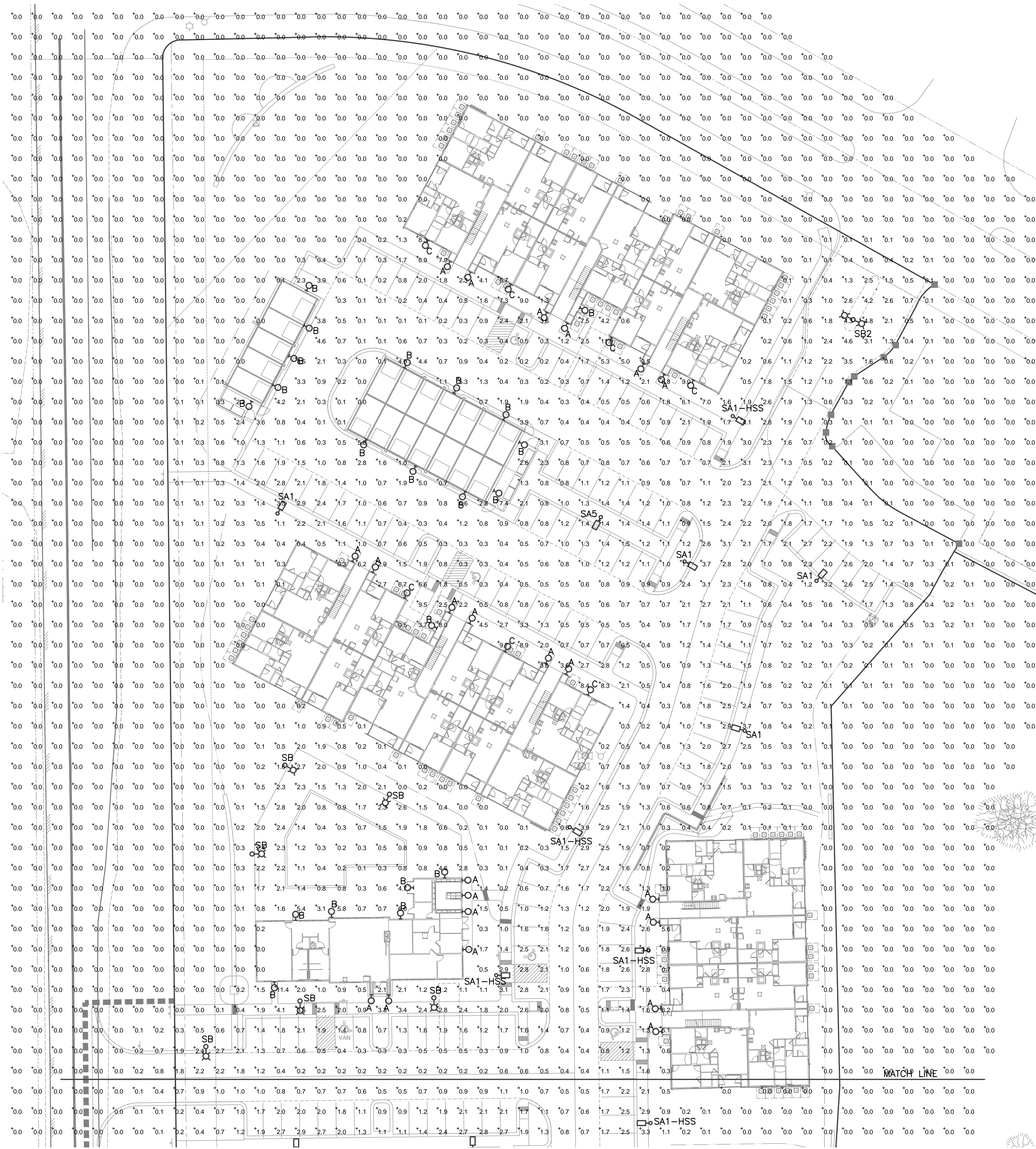
18 TYPICAL SLEEVING DETAIL



City of Evans, Colorado
Public Works Department

19 METER SETTING FOR NONPOTABLE WATER LINE
Scale: N.T.S. NP-7 May 2019

REVISIONS	DATE

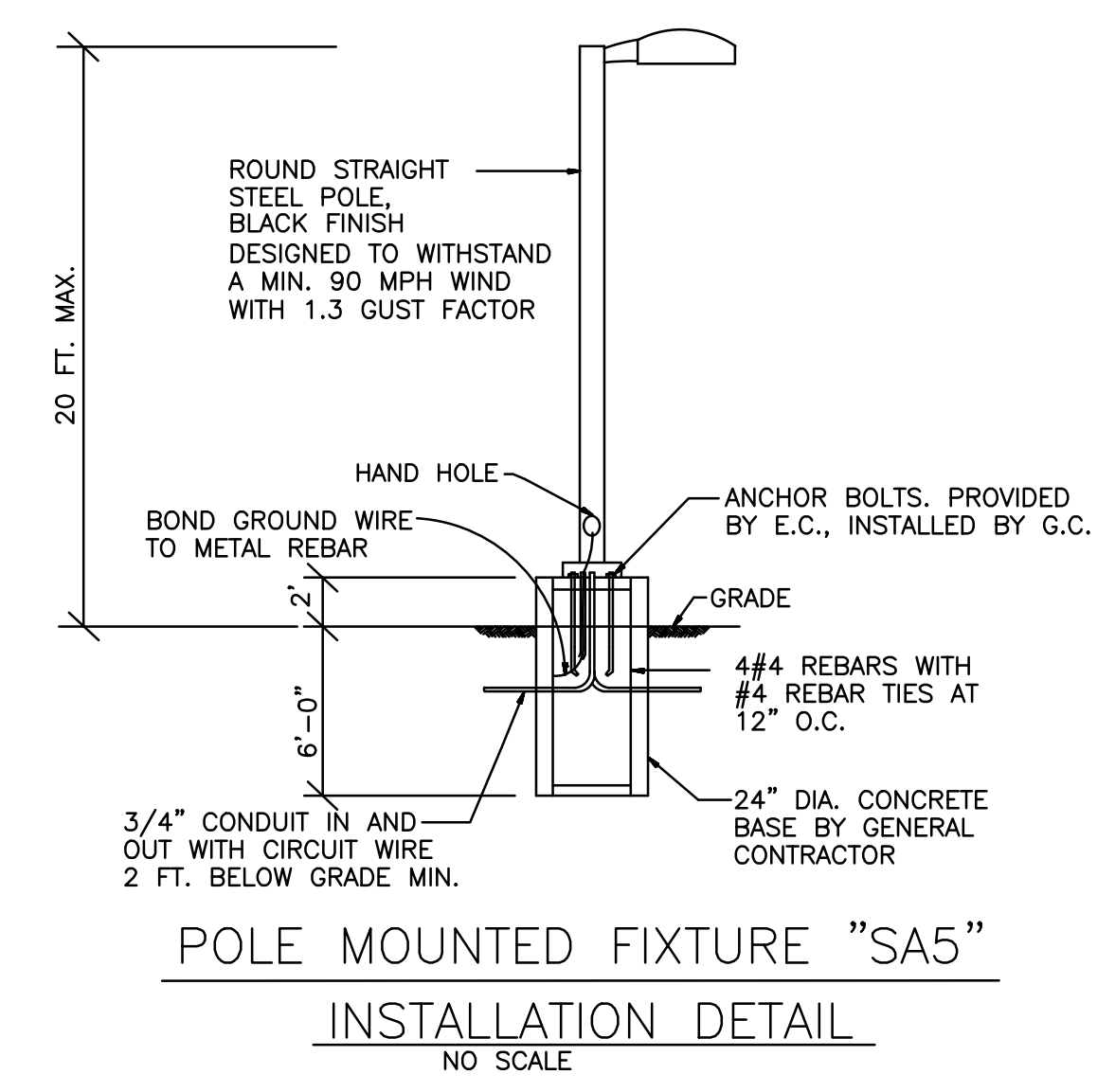
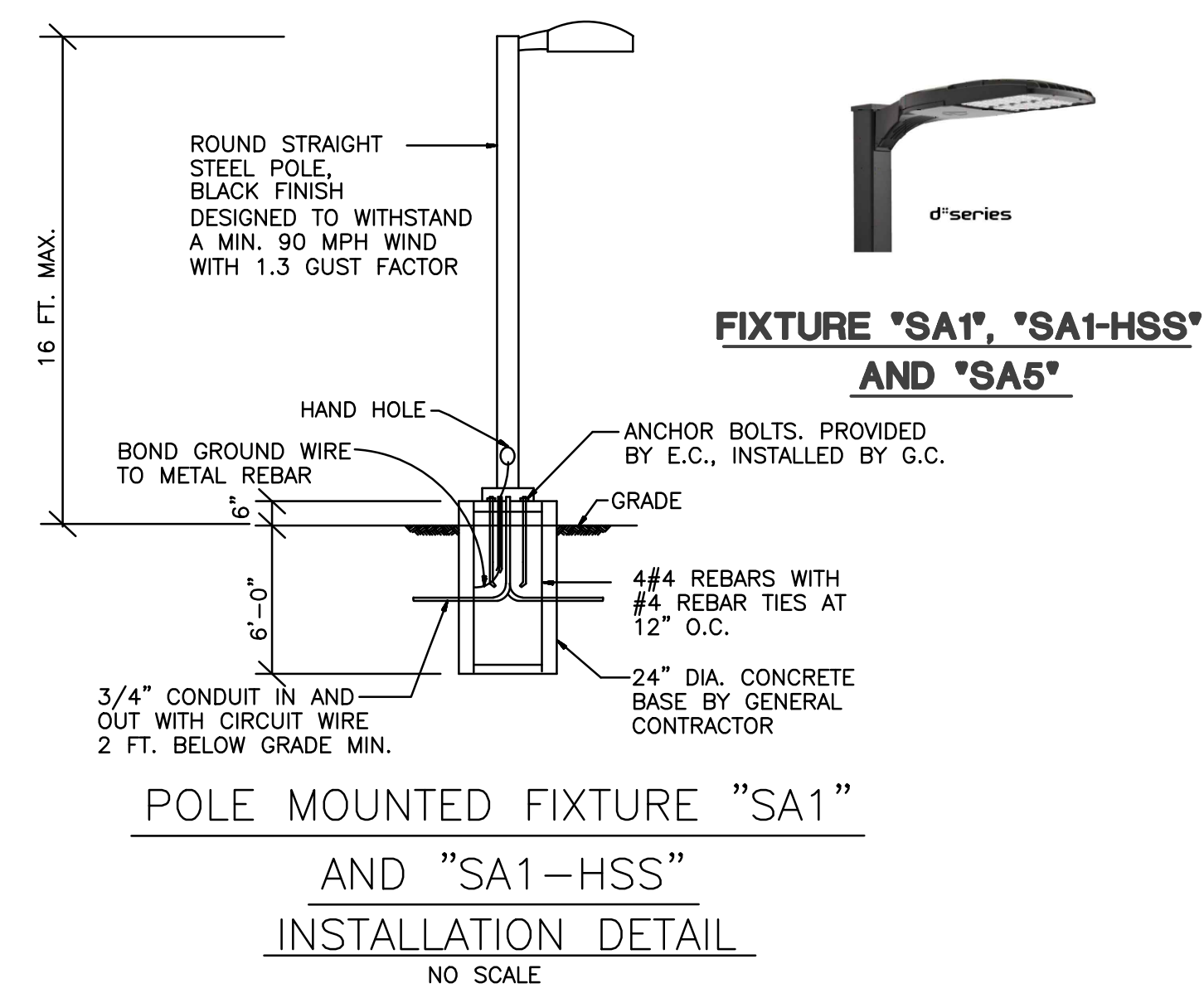
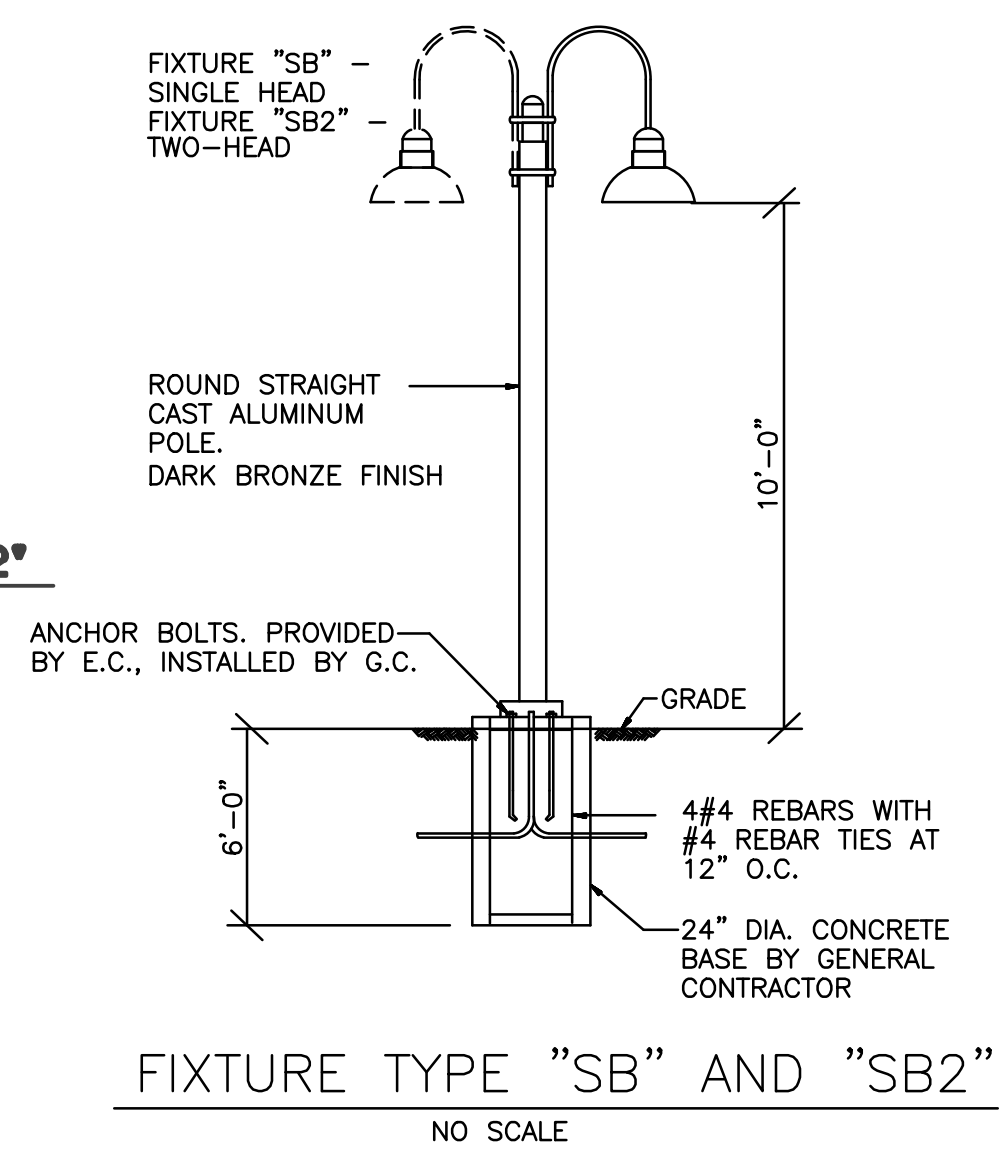


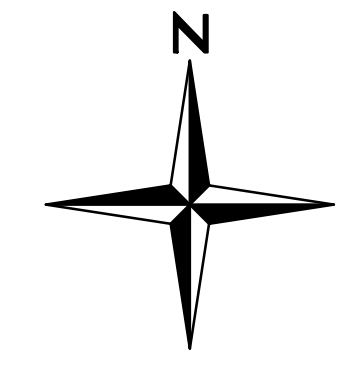
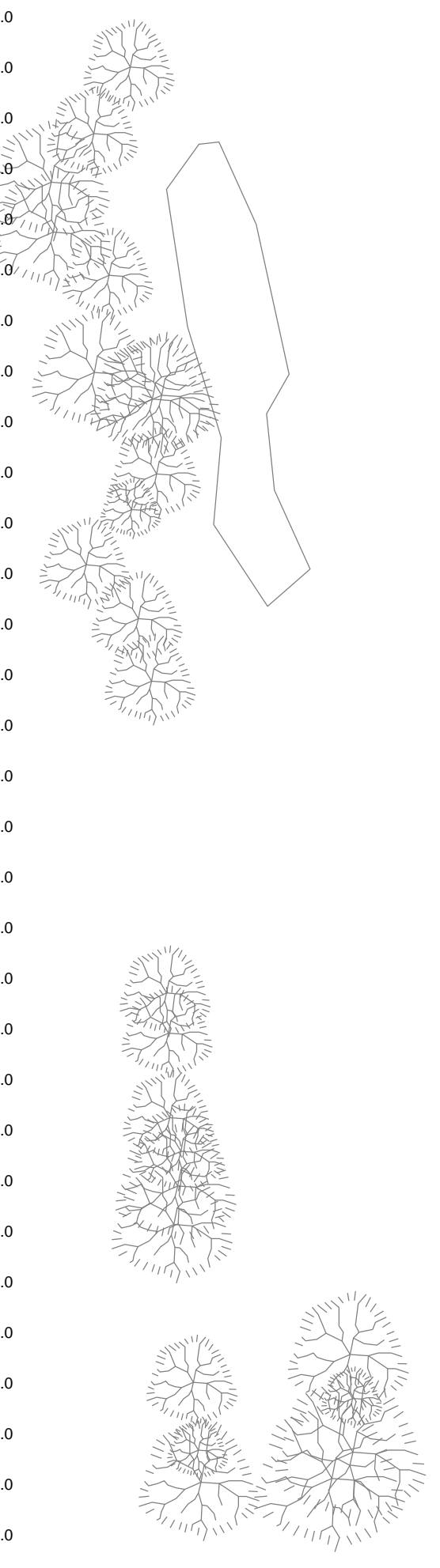
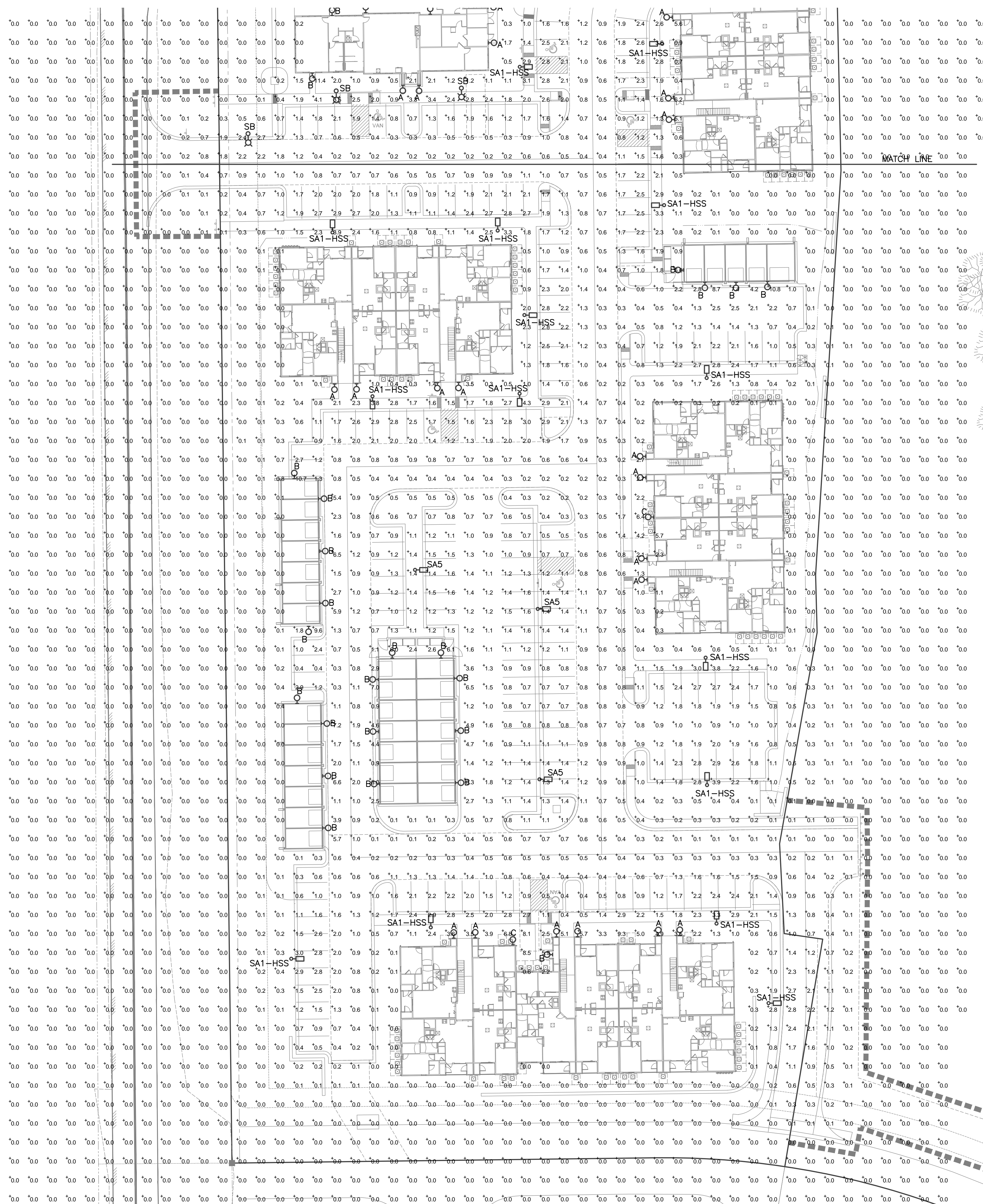
SITE PHOTOMETRIC PLAN
SCALE: 1"=30'-0"

SITE PHOTOMETRIC SUMMARY	
AVERAGE	= 0.5 FT. CANDLE
MINIMUM	= 0.0 FT. CANDLE
MAXIMUM	= 11.4 FT. CANDLE

LIGHTING FIXTURE SCHEDULE

ITEM	QTY	MANUFACTURER	CAT. NO.	LAMPS	DESCRIPTION
A	36	VISA LIGHTING	OW2304-L40K-MVOLT-EMVL-PS-EMVL	4000K LED 450 LUMENS	15" TALL CYLINDER EXTERIOR WALL LIGHT AT MAIN ENTRY DOORS, AT +8' AFG LUMINOUS ACRYLIC UPPER HOUSING, REMOTE EMERGENCY BATTERY BALLAST
B	42	LUMARK	XTOR1B-W-BZ-PC1	4000K LED 1,396 LUMENS	EXTERIOR WET LOCATION RATED CUT OFF WALL LIGHT ON GARAGE WALLS, AT +8' ABOVE FIN. GRADE OR CENTERED ABOVE GARAGE DOOR, BUILT IN PHOTO CELL
C	10	LUMARK	XTOR4B-W-PC1	38 WATT 4000K LED 4,205 LUMENS	EXTERIOR WET LOCATION RATED CUT OFF WALL LIGHT ON BUILDING WALLS, AT +12' ABOVE GRADE TO BOTTOM OF FIXTURE.
SA1	5	LITHONIA	DSX1LED-P1-40K-T3M-MVOLT-RPA-PIRH-DBLXD	54 WATT 4000K LED 6,967 LUMENS	FULL CUT OFF, SINGLE HEAD POLE LIGHT WITH FLAT LENS, TYPE III OPTICS ON 16 FT ROUND POLE
SA1-HSS	16	LITHONIA	DSX1LED-P1-40K-T3M-MVOLT-RPA-HSS-PIRH-DBLXD	54 WATT 4000K LED 6,967 LUMENS	FULL CUT OFF, SINGLE HEAD POLE LIGHT WITH FLAT LENS, TYPE III OPTICS ON 16 FT ROUND POLE, HOUSE SIDE SHIELD
SA5	4	LITHONIA	DSX1LED-P1-40K-T5M-MVOLT-RPA-PIRH-DBLXD	54 WATT 4000K LED 7,229 LUMENS	FULL CUT OFF, SINGLE HEAD POLE LIGHT WITH FLAT LENS, TYPE V OPTICS ON 20 FT ROUND POLE
SB	7	INVUE	ECM-E01LED-E1-T3-SQ-SW-BK-E1-VA6154-XX	25 WATT 4000K LED 2,876 LUMENS	FULL CUT OFF, SINGLE HEAD PEDESTRIAN POLE LIGHT, TYPE III OPTICS ON 10 FT ROUND POLE
SB2	1	INVUE	ECM-E01LED-E1-T3-SQ-SW-BK-E1-VA6154-XX	50 WATT 4000K LED 2,876 LUMENS	FULL CUT OFF, TWO-HEAD PEDESTRIAN POLE LIGHT, TYPE III OPTICS ON 10 FT ROUND POLE





SITE PHOTOMETRIC SUMMARY
 AVERAGE = 0.5 FT. CANDLE
 MINIMUM = 0.0 FT. CANDLE
 MAXIMUM = 11.4 FT. CANDLE

SITE PHOTOMETRIC PLAN (CONTINUED)
 SCALE: 1" = 30'-0"

REVISION	

AutoCAD FILE	
AutoCAD	
PROJECT NO.	
CHECKED	
DRAWING DATE	05/15/19
TITLE	SITE PHOTOMETRIC PLAN
SHEET NO.	PH-2

REIMBURSEMENT AGREEMENT

SANITARY SEWER MAIN

ASHCROFT DRAW SANITARY SEWER JOINT VENTURE AND THE CITY OF EVANS, COLORADO

THIS AGREEMENT, effective December 3, 2002, by and between the City of Evans, Colorado, a municipality organized under the laws of the State of Colorado, and acting by and through its wastewater enterprise with governmental offices located at 1100 37th Street, Evans, Colorado 80620 (hereinafter referred to as "City"), and the Ashcroft Draw Sanitary Sewer Joint Venture, organized and existing under and pursuant to the laws of the State of Colorado having its principal office at 5801 West 11th Street, Suite 201, Greeley, Colorado 80634 (hereinafter referred to as "Developer"), shall provide for reimbursement for the construction of the sanitary sewer main described herein to the Developer, by the City through future users.

The parties recite and declare:

WHEREAS, by Ordinance No. 1000-96 of the City of Evans, Colorado (hereinafter referred to as "the Ordinance"), a procedure is in place such that developers of private property may seek reimbursement of costs associated with their construction of a sanitary sewer main from future users of said sanitary sewer main at the time a future user requests to obtain a sanitary sewer tap to connect to the sanitary sewer main constructed by the developer; and

WHEREAS, Developer has extended the existing sanitary sewer main of the City generally from 49th Street immediately east of Ashcroft Draw to the east side of the Saint Michaels Subdivision, as approved by the City of Greeley; and

WHEREAS, The City has participated in providing for part of the costs of the extension, specifically, surveying and design, and

WHEREAS, the City of Evans has determined the Saint Michaels Subdivision is, under Section 13.28.020 of the Ordinance, a "noncontiguous development" such that off-premise sanitary sewer mains may be constructed and the reimbursement for its construction rendered by future users; and

WHEREAS, the parties agree the four conditions of the above-mentioned Section 13.28.020 have been, or will be, complied with before reimbursement may occur; and

WHEREAS, the City of Evans and the City of Greeley have an Intergovernmental Agreement for sewage treatment services allowing the City of Evans to provide sanitary sewer treatment services to customers within a certain part of the City of Greeley; and

WHEREAS, both Developer and the City desire to enter into this Agreement in order to comply with the Ordinance;

Wherefore the parties agree as follows:

Developer may construct and initially pay for, pursuant to the parameters enumerated in Section 13.28.020 of the Ordinance, a sanitary sewer main commencing at the City's existing sanitary sewer main located at approximately 49th Street and Ashcroft Draw and terminating one half mile west of 65th Avenue, adjacent to Ashcroft Draw, more particularly described as follows:

- Phase I Sanitary Sewer Main (36") - from 49th Street east of Ashcroft Draw, northwesterly along the east side of Ashcroft Draw to 47th Avenue, a distance of approximately 7,500 L.F.
- Phase II Sanitary Sewer Main (24") - along 37th Street from 47th Avenue on the east, westerly to its intersection with Ashcroft Draw, thence northwesterly along the north side of Ashcroft Draw to a point one half mile west, a distance of approximately 10,500 L.F.

Both Developer and the City have approved the location of the sanitary sewer main along the above route and acknowledge that a sanitary sewer main located therein will comply with City specifications and service needs with respect to wastewater disposal for the proposed drainage/service area.

NOW, THEREFORE, for mutual consideration, the adequacy of which is sufficient, Developer and the City hereby enter into this Agreement and further do hereby agree to the procedures outlined below for the partial reimbursement to Developers for the construction costs associated with the sanitary sewer main:

I. Construction Commencement

A. Construction will be in accordance with City specifications. The City has retained Jacobsen Helgoth Consultants of Lakewood, Colorado to provide a complete set of plans and specifications for the construction of said sanitary sewer main. Developer shall complete construction of the sanitary sewer main no later than April 1, 2003.

II. Cost of Construction

A. The initial total cost of construction of the sanitary sewer main, sized and using a slope that is adequate to drain the drainage/service area as identified, is \$1,750,000. This cost includes, but is not limited to: (1) "drainage/service area" evaluation; (2) right-of-way/easement acquisition; (3) surveying; (4) engineering and design; (5) construction; (6) testing; (7) reclamation; (8) construction loan fees and interest; (9) permits and fees. The

actual cost of construction as provided for above shall be used to determine the total base amount that is subject to reimbursement to the City of Evans for surveying and design and the Developer. The City shall solely determine the costs eligible for reimbursement.

III. Calculation of Reimbursement

A. The City contracted with Jacobsen Helgoth Consultants of Lakewood, Colorado, to evaluate and deliver a report identifying the factors that both the City and Developer agree will serve as the basis for the determination of reimbursement as follows:

1. the drainage/service area of the proposed sanitary sewer main (see attached map);
2. the anticipated "types of use" per property within said drainage/service area based upon the City's February, 1996 Comprehensive Plan and/or preliminary development plans;
3. the number of acres within each property (further broken down into either residential or commercial uses);
4. the number of "units" per acre and total number of "units" per property;

B. The Jacobsen Helgoth report (attached and incorporated with this Agreement) estimates that the average flow of the proposed sanitary sewer main will be 501,000 GPD, with a peak flow of 2,000,000 GPD (4.0 peaking factor). The estimated flow from property owned by Developer within the drainage/service area is 10% of the total capacity. The estimated flow from the balance of the properties within the drainage/service area will utilize 90% of the total capacity.

C. The City has determined that the amount the Developer is eligible for reimbursement of the actual construction costs incurred, is limited to \$1,365,000, the "eligible costs". During the first five (5) years of the agreement, Developer may be reimbursed an amount equal to 120% of said eligible costs associated with the construction of the sanitary sewer main, together with accrued interest on the 120% sum. Annual interest shall accrue at a rate equal to the ten-year U.S. treasury bills at the time of acceptance by the City and shall commence on the first of the month following the date of final acceptance of construction of the project by the City, such date being March 18, 2003. Therefore the total amount eligible for reimbursement during the first five years of this Agreement shall be \$1,638,000 plus accrued interest compounded annually at said Ten-year U.S. Treasury Bill rate of 3.9%. During the remaining 5 years of the 1st ten year term of the agreement, Developer may be reimbursed an amount equal to 130% of said eligible costs, together with accrued interest compounded annually on the 130% sum at said interest rate. Therefore the total amount eligible for reimbursement after the first five years of this Agreement shall be \$1,774,500 plus accrued interest compounded annually at said rate.

D. The City of Evans shall be reimbursed an amount equal to 120% of all costs associated with the surveying and design of said sanitary sewer main plus accrued interest of 3.9% compounded annually. City's eligible costs are initially estimated to be \$100,000.

E. Developer shall be reimbursed a portion of all costs associated with the construction of the proposed sanitary sewer main at the rates described below to be added as a surcharge to the City of Evans and/or the City of Greeley wastewater tap fees to be charged to those properties which have been determined to benefit or future users of the sewer line constructed by Developers plus the applicable interest at the rate of 3.9% per annum compounded annually.

1. Residential Uses. For residential uses, the rate of reimbursement shall be calculated based upon the gross area of each development at the time of final platting. Furthermore the rate due and payable before adding accrued interest is based upon the following table according to the benefit area of the development requesting service:

<u>Basin/Sub-basin</u>	<u>Initial per acre Surcharge Rate</u>	<u>120% per acre Surcharge Rate</u>	<u>130% per acre Surcharge Rate</u>
1	\$787.08	\$944.50	\$1,023.21
2A	\$787.08	\$944.50	\$1,023.21
2B	\$596.99	\$716.39	\$776.09
2C	\$491.73	\$590.08	\$639.25
2D	Non-tributary Area		
2E	\$364.48	\$437.37	\$473.82
2F	\$186.95	\$224.34	\$243.04

2. Commercial Uses. Developer shall be reimbursed a portion of all costs associated with the sanitary sewer main at the same rate as residential uses.

F. The City's estimated costs associated with surveying and design of said sanitary sewer main are \$100,000. The City of Evans shall be reimbursed an amount equal to 120% of said costs associated with the surveying and design of said sanitary sewer main, i.e. if \$100,000 basic costs then \$120,000 plus accrued interest compounded annually at the rate of 3.9% per annum. Said reimbursement shall be paid at the rate of \$100.00/per single family equivalent sewer tap. The definition of a single family equivalent tap shall be as per the City of Evans Water and Sewer Standards.

G. The term for reimbursement shall be ten (10) years from the date of acceptance by the City of the completed sanitary sewer main. The City agrees that application by Developer within this time shall constitute timely application pursuant to Section 13.28.010 of the Ordinance. In addition, pursuant to Section 13.28.020(2) of the

Ordinance, this term may be renewed for additional five (5) year term upon petition by Developer prior to the end of the initial term. No additional interest shall accrue beyond the initial 10 year term. This agreement shall terminate at the end of the initial term, the end of any five (5) year extension, or at which time the Developer has been reimbursed for all funds provided in this agreement, whichever shall first occur.

H. All reimbursement payments shall be transmitted and paid directly to Developer by the City on a monthly basis at the following address:

Ashcroft Draw Sanitary Sewer Joint Venture
5801 West 11th Street, Suite 201
Greeley, Colorado 80634

I. The City, pursuant to Section 13.28.040 of the Ordinance, shall assume no liability for the receipt of these payments. The City shall have no responsibility under the terms of this Agreement to ensure that any individual, bank, or other organization, who may have an interest in this Agreement, properly deals with said funds. The City shall not recognize any recipients or claimants other than the named individual, bank, or other organization. This Agreement does not constitute a lien or restriction upon City revenues.

J. Both parties agree that the individual surcharge fees described in Paragraphs III.D. and F. are fair and reasonable fees to be assessed to any party requesting to connect to the proposed sanitary sewer main and therefore agree that these fees shall remain fixed as shown unless actual design costs overrun by 10% or more, in which case, the fees may be increased proportionately. There shall be no decrease in the individual surcharge fees in the event City's actual costs are below \$100,000.

K. Both parties agree that the individual surcharge fees described in Paragraphs III.C. and E. are fair and reasonable fees to be assessed to any party requesting to connect to the proposed sanitary sewer main and therefore agree that these fees shall remain fixed as shown unless actual construction costs overrun by 10% or more, in which case, the fees may be increased proportionately. There shall be no decrease in the individual surcharge fees in the event Developer's actual costs are below \$1,365,000.

IV. Connection to Sanitary Sewer Main

A. Any party desiring to connect to the proposed sanitary sewer main during construction shall apply to the City and make payment of the appropriate tap and surcharge fees to the City at least twenty-one (21) days prior to the date actual construction is scheduled to commence or Developer shall not be obligated to make said connection during the construction period. Any additional costs to make a connection beyond the actual sanitary sewer main shall be borne entirely by the party requesting said

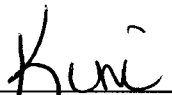
connection. The City agrees to inform any such party that the proposed sanitary sewer main will not be operational until the acceptance of the same by the City.

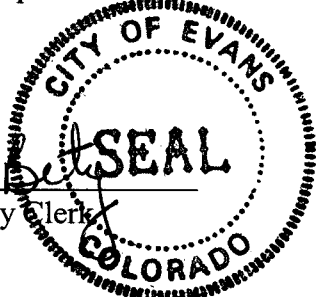
V. **Paragraph Headings.** The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

VI. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and any prior understanding or presentation of any kind preceding the date of this Agreement shall not be binding upon any party except to the extent incorporated in this Agreement.

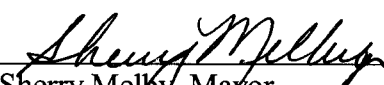
The foregoing Agreement constitutes approval of eligibility for reimbursement under Section 13.28.030 of the Ordinance and is approved and accepted as stated herein on this 3rd day of March, 2003, and shall be binding on both Developer and the City provided that Developer completes the construction of said proposed sanitary sewer main.

ATTEST:

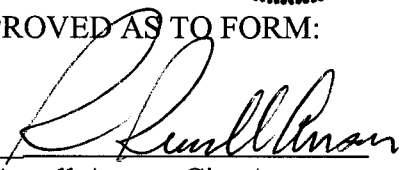

Kim Betz, City Clerk



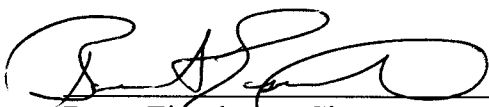
CITY OF EVANS


Sherry Melby, Mayor


APPROVED AS TO FORM:


R. Russell Anson, City Attorney

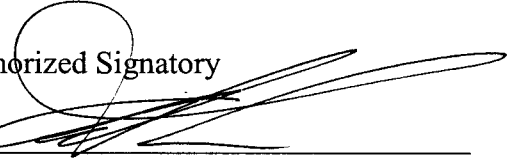
APPROVED AS TO SUBSTANCE:


Bruce Eisenhauer, City Manager

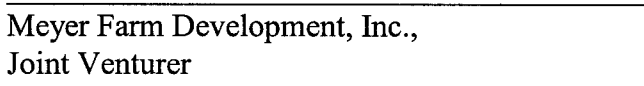
ASHCROFT DRAW
SANITARY SEWER
JOINT VENTURE


Luckeroth Development Company, LLC.,
Joint Venturer

Authorized Signatory

By: 
Adam Luckeroth, Member and Manager

ASHCROFT DRAW
SANITARY SEWER
JOINT VENTURE


Meyer Farm Development, Inc.,
Joint Venturer

Authorized Signatory

By: 
David J. Calvin, President

CITY OF EVANS

RESOLUTION NO. 27-2003

A RESOLUTION ACCEPTING COMPLETED PUBLIC IMPROVEMENTS FOR THE ASHCROFT DRAW SANITARY SEWER MAIN, CITY OF EVANS, COUNTY OF WELD, STATE OF COLORADO

WHEREAS, Ordinance No. 025-00 of the City of Evans, Colorado, provides a reimbursement procedure for water, sewer, and storm sewer systems, and

WHEREAS, the City and the Ashcroft Draw Sanitary Sewer Joint Venture entered into a reimbursement agreement that provided for the construction of a sanitary sewer main that serves the Ashcroft Draw drainage basin, and

WHEREAS, Ordinance No. 025-00 and the reimbursement agreement allows for the addition of an interest component to be applied to the reimbursement costs with said interest component effective as of the date of final approval by the City Council.

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

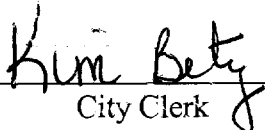
- A. Based upon final inspections by the City's Public Works Department, the Ashcroft Draw Sanitary Sewer Main is hereby initially accepted as per the terms of initial acceptance within the City's Standard Specifications for Water Distribution and Wastewater Collection Systems.
- B. The interest rate to be applied to the initial ten year period of the reimbursement agreements shall be 3.9%, which is the current ten year U.S. Treasury Bill rate.

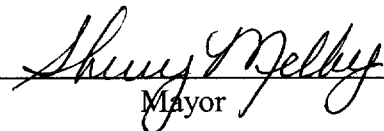
THEREFORE, the City Council of the City of Evans accepts such public improvements and establishes the interest rate at 3.9%.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Council of the City of Evans on this 18th day of March, 2003.

ATTEST:

CITY OF EVANS, COLORADO


City Clerk

By: 
Mayor

CITY OF EVANS, COLORADO

RESOLUTION NO. 18-2012

A RESOLUTION APPROVING A FIVE YEAR EXTENSION TO THE ASHCROFT DRAW
SANITARY SEWER REIMBURSEMENT AGREEMENT

WHEREAS, per Chapter 13.28 of the Evans Municipal Code, a reimbursement procedure has been established to provide an incentive for developers of private property to pay for the initial construction of water, sanitary sewer, and storm sewer systems; and

WHEREAS, the City has established a process by which developers of private property can recoup a portion of the initial cost of water, sanitary sewer, and storm sewer mains brought to the site from some distance offsite; and

WHEREAS, the City entered into one such agreement on December 3, 2002, with developers who constructed the Ashcroft Draw Sanitary Sewer Main; and

WHEREAS, the initial ten year term of the reimbursement agreement is scheduled to expire on December 3, 2012; and

WHEREAS, Chapter 13.28 allows for the extension of the initial ten year term of reimbursement agreements if the developer has made such request prior to the expiration of the initial ten year period; and

WHEREAS, the Water and Sewer Board has reviewed the request for an extension and recommends that City Council approve a five year extension.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANS, COLORADO, that the decision of the Water and Sewer Board is hereby upheld and a 5-year extension to the Ashcroft Draw Sanitary Sewer Reimbursement agreement is hereby granted.

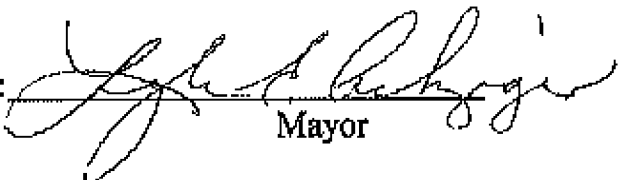
- 1) The Ashcroft Draw Sanitary Sewer Reimbursement Agreement is hereby extended for an additional five year term.
- 2) The expiration date of the Ashcroft Draw Sanitary Sewer Reimbursement Agreement is therefore December 3, 2017.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Evans on this 15th day of May, 2012.

ATTEST:

CITY OF EVANS, COLORADO


City Clerk

By: 
Mayor



CITY OF EVANS, COLORADO

RESOLUTION NO. 07-2018

**A RESOLUTION APPROVING A FIVE-YEAR EXTENSION TO THE ASHCROFT
DRAW SANITARY SEWER REIMBURSEMENT AGREEMENT**

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

WHEREAS, Chapter 13.28 of the Evans Municipal Code establishes a reimbursement procedure to provide an incentive for developers of private property to pay for the initial construction of water, sanitary sewer, and storm water systems; and

WHEREAS, the City has established a process by which developers of private property can recoup a portion of the initial cost of water, sanitary sewer, and storm sewer mains brought to the site from some distance offsite; and

WHEREAS, the City entered into one such agreement on December 3, 2002, with developers who constructed the Ashcroft Draw Sanitary Sewer Main (the “Agreement”); and

WHEREAS, Chapter 13.28 of the Evans Municipal Code allows for the extension of the initial ten-year term of reimbursement agreements if the developer has made such request prior to the expiration of the initial ten-year period; and

WHEREAS, the Water and Sewer Board has received and reviewed the request for an extension and recommends that the City Council approve an additional five-year extension.

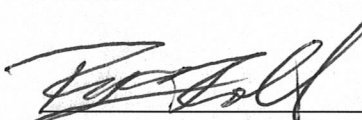
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANS, COLORADO AS FOLLOWS:

1. The City Council upholds the decision of the Water and Sewer Board and a five-year extension to the Ashcroft Draw Sanitary Sewer Reimbursement Agreement is hereby granted.
2. The expiration date of the Ashcroft Draw Sanitary Sewer Reimbursement Agreement is therefore December 3, 2022.
3. 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.


PASSED AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF EVANS ON THIS 6TH DAY OF FEBRUARY, 2018.

ATTEST:

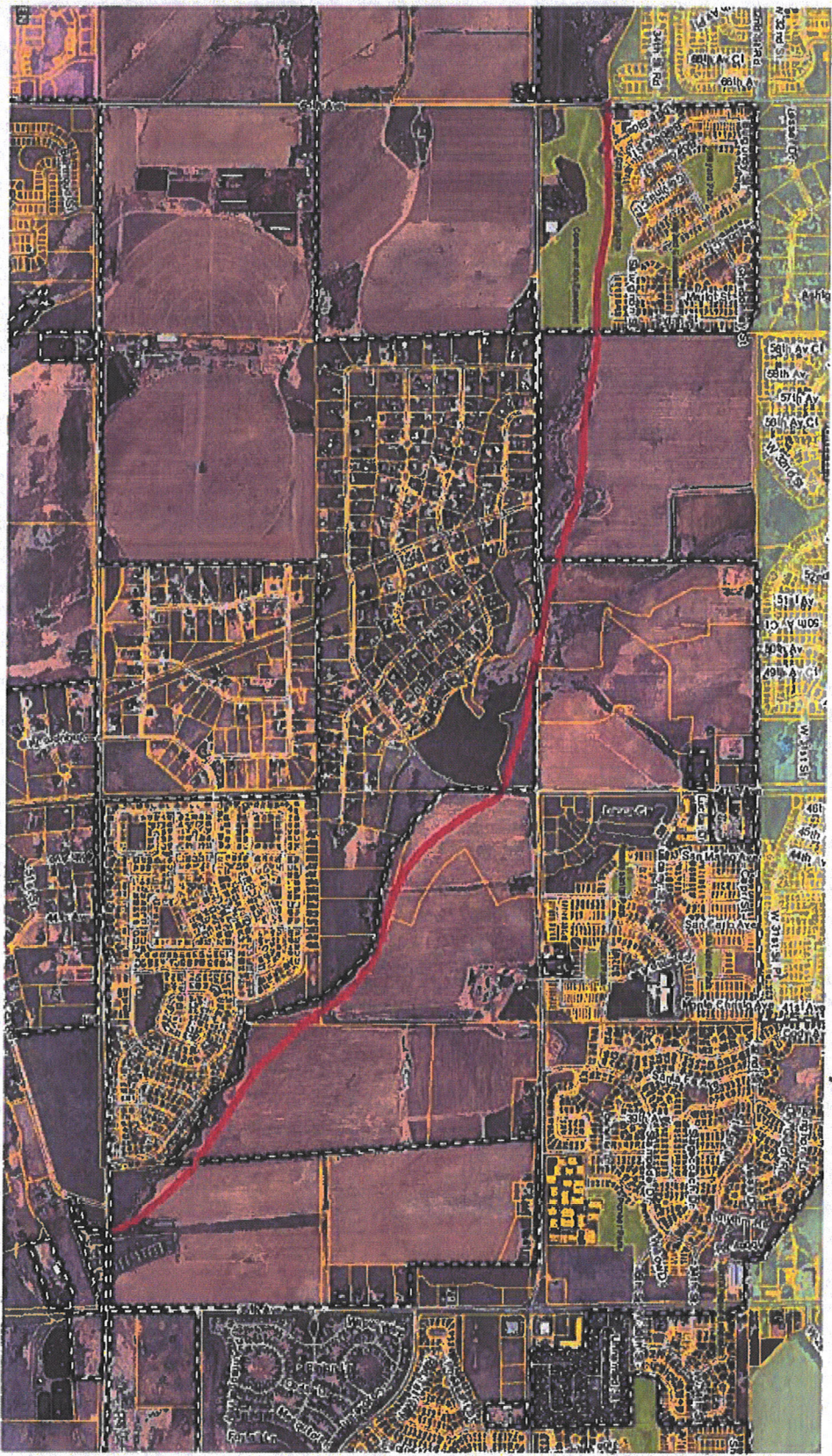
CITY OF EVANS, COLORADO


Raegan Robb, City Clerk



BY: 
John L. Morris, Mayor

General Location of Ashcroft Draw Sanitary Sewer Line





EQR Analysis

Date: 9/16/2019

Project: Wildhorse at Tuscany

Note: The following analysis is based on the proposed number of units from the 04/30/19 Wildhorse at Tuscany Site Plan. EQR rates are based on the Table of EQRs per City of Evans Resolution 25-2017.

A. EQRs Required for Residential Uses *(Table of EQRs Schedule A, Section 1c)*

Facility/Activity to be Served	Desc	No. of Dwelling Units	EQR/Dwelling Unit	Total EQRs Required
Each Dwelling unit within a Multi-family complex of two or more units in which potable water is used solely for in house domestic purposes, and that all outside irrigation shall be provided through a separate non-potable system	Building A	33	0.35	11.55
	Building B	33	0.35	11.55
	Building C	24	0.35	8.40
	Building D	24	0.35	8.40
	Building E	24	0.35	8.40
	Building F	33	0.35	11.55
Total:	-	171	-	59.85

B. EQRs Required for Non-Residential/Other Uses *(Table of EQRs Schedule C, Section 3)*

Facility/Activity to be Served	Total EQRs Required
Clubhouse/Leasing Center	0.5

C. EQRs Required for Outdoor Non Potable Use:

Outdoor water requirements satisfied through participation in the Tuscany Neighborhood Non-Potable project.

D. Total EQRs Required

Required Residential EQRs	59.85
Required Non-Residential EQRs	0.50
Required Non Potable EQRs	-
Total Required EQRs	60.35

STAFF REPORT
October 14, 2019

APPLICATION: Site Plan Review, Wildhorse at Tuscany
LAND USE FILE: 19-SP-05
PREPARED BY: Savannah Benedick-Welch, Interim Senior Planner
ACTION: Approval with Conditions

SITE INFORMATION		
Location	The subject property is located within the Tuscany 4th Subdivision located at the southeast corner of 47 th Avenue and Tuscany Street.	
Parcel Number(s)	0959-23-3-86-001	
Property Owner	CPMF, LLC	
Applicant	Mike Hill	
Property Acreage	7.23 acres (315,004 square feet) following right-of-way dedications	
Existing Land Use	Vacant	
Proposed Land Use	Multi-family residential	
Surrounding Uses:	North	Multi-family residential
	South	Vacant – future uses include commercial and residential
	East	Single-family residential and vacant land
	West	Vacant land
Zoning	R-3	
Surrounding Zoning	North	R-3
	South	PUD
	East	R-1 and R-3
	West	C-3
Comprehensive Plan Future Use Designation	The 2014 Future Land Use Map designates the site as being appropriate for High Density Residential.	
Overlay Districts	No floodplain overlay per Weld County GIS Overlay search conducted 4/15/2019. Property is not in any other overlay districts.	

PROPERTY LOCATION / VICINITY MAP:

The property is highlighted in red below.



PROJECT DESCRIPTION:

The applicant seeks approval of site plan for a multi-family development within the Tuscany 4th Subdivision. The proposal includes 171 multi-family units, which is proposed to be comprised of three buildings containing 33 units, and 3 buildings containing 24 units. All buildings are proposed to be 3 stories. The unit sizes range from one-bedroom to three-bedroom units. There are proposed to be 90 one-bedroom units, 72 two-bedroom units, and 9 three-bedroom units. The development is proposed to have three access points. The first is an existing access from Tuscan Street, and the other two are proposed access points, which include a right-in/right-out access from 47th Avenue, and a full access from Tuscan Way to the south. Tuscan Way will be a newly dedicated right-of-way that will eventually be a 2-lane road from 47th Avenue to 37th Street. The Wildhorse developer will be required to build an all-weather access road from 47th Avenue to the south entrance of the site for emergency access and construction traffic. Transportation impact fees are also part of the development and are discussed in the Development Agreement.

SITE PLAN PROCESS AND INTENT:

The following Municipal Code Sections are provided to substantiate the application submittal requirements and the application review process.

Section 18.06.090.A identifies the purpose of a Site Plan as follows:

- It is the intent of this Chapter to promote orderly and sound development standards as they apply to the City. Site development standards are intended to enhance and protect the community's natural as well as manmade environments. Site plan approval is needed for a building permit for all multi-family, commercial and industrial developments as well as parks, open space and trails.

Section 18.06.090.B.1 and 2 identify the pre-application meeting and sketch plan requirements. The applicant completed these steps of the process on January 30, 2019 by meeting with planning staff and providing a sketch of the proposed development for discussion of process and submittal requirements.

Section 18.06.090.B.3 and 4 Discuss the application submittal requirements and the ten (10) day completeness review period. The first application submittal was reviewed with this Section of the Land Development Code and found to be substantially complete on June 10, 2019.

Section 18.06.090.B.5 identifies the review and referral process to be followed for a Site Plan. This process was followed along with additional steps to ensure the application reflects the most current information available:

1. The first submittal was sent out for referrals on June 10, 2019 and were due on July 1, 2019.
2. The first internal Design Review Team meeting was held with City Staff on June 26, 2019. The initial review triggered a list of comments which were provided to the applicant on July 2, 2019. Architectural review comments were also provided on July 15, 2019. The City required a resubmittal of the site plan for a second round of review as part of the comments.
3. A resubmittal of the plat and associated documentation were provided on September 4, 2019.
4. A follow up review by City staff, and a second DRT meeting was held on September 11, 2019.
5. Staff determined that the site plan met a majority of the comments, and any comments that were still pending could be a condition of approval of the site plan.
6. A Development Agreement is also required, which outlines required on and off-site improvements associated with the impact of this development. The Development Agreement is an agreement between the developer and the City of Evans and outlines obligations of both parties throughout an agreed upon timeframe. The Development Agreement also outlines a warranty period that includes a description of the developer's maintenance obligations following construction.

SITE PLAN REVIEW CRITERIA

The review criteria for a Site Plan is identified in Section 18.06.090.D of the Land Development Code. The following criteria shall be used to determine acceptance and possible approval of a site plan:

1. All of the information required on a site plan is shown.

Staff reviewed the required components listed in Section 18.05.030 and found that the proposed site plan complies with these requirements.

2. The lot size and lot dimensions are consistent with what is shown on the approved final plat, if applicable.

The site plan illustrates the lot to be 315,004 square-feet (7.23 acres) following dedicated right-of-way for Tuscan Way (0.32 acres). The plat illustrates the same acreage.

3. No buildings or structures infringe on any easements.

The plat illustrates a series of proposed easements for utilities, access, and drainage. All proposed buildings and parking structures are outside of these easements, as well as existing easements associated with Lot 1 of the Tuscany 4th subdivision.

4. The proposed site grading is consistent with the requirements of the current City of Evans Master Drainage Plan.

The site grading has been reviewed by City Staff and has been found to meet the City of Evans Master Drainage Plan.

5. The use, density and dimensions shown conform to the requirements as set forth in the appropriate zoning or to the approved PUD requirements.

The R-3 zoning district, Section, 18.04.050, discusses density primarily through its bulk standards. This section discusses the required amount of open space, which is 45% in R-3. The Land Development Code defines open space as “the land which is used for growing grass, shrubs, trees, plants, or flowers or is covered by decorative rock or stone or wood chips, or is otherwise xeriscaped/landscaped.”

The Wildhorse developer intends to utilize the Tract O open space, located southwest of the subject site, for non-potable water and detention. Therefore, staff has determined that the developer is able to use a pro-rata share of this tract for open space equivalent to the share of non-potable water. In order to calculate the allowed area of Tract O utilized for open space, the applicant provided the surface area of the non-potable ponds within Tract O. This was calculated to be 179,054 square feet. The Wildhorse development is contributing 7% of the non-potable allocation to Tract O, therefore, the development is able to allocate 7% of the pond square footage toward the open space calculation. Staff calculated 9310 square feet of the pond area, translating to 2.9% of the subject property, to be allocated to the Wildhorse Tract O open space calculation.

It has also been determined that the use of the 47th Avenue and Tuscan Way right-of-way landscaping meets the above definition, and has therefore been included in the calculation.

Based on the above calculations, the developer has allocated 141,974 square feet of open space to this project. The net area of the Wildhorse development is 315,004 square feet.

Open Space allocation: 141,974 square feet
Overall property size: 315,005 square feet
Percentage of Open Space provided: 45.07%

Staff has determined that the development is in conformance with the open space requirements found in Section 18.04.050 of the LDC.

6. The applicable design principles and development standards have been adequately addressed and the proposed improvements are in conformance.

Several sub-sections within Section 18.08, Development Standards of the Evans Development Code outline the design standards for multi-family development. The sections applicable to this development are outlined in the following paragraphs:

Section 18.08.020: Design Standards. A majority of this section applies to new subdivisions, however the newly dedicated right-of-way and easements are regulated in this section. This section describes the required width of right-of-way required for Tuscan Way as well as the design standards associated with the road. The developer is required to build an all-weather access road for emergency access and construction traffic to the south entrance of the site. Transportation impact fees will also be required at the time of building permit to pay for the Wildhorse share of improvements to Tuscan Way, as well as improvements to Tuscany Street to the north of the development.

Section 18.08.040 Architectural Standards. This section addresses the architectural standards for multi-family residential development. Staff reviewed Section 18.07.040.F which addresses elevation requirements, roof pitch, screening and service areas, mailbox stations, parking, and ornamental lighting. Staff reviewed the architectural plans in accordance with these items, and found the plans to be compatible with these requirements.

Section 18.08.050 Adequate Public Facilities. This section discusses requirements for adequate public facilities such as roads, water infrastructure, sewer infrastructure and drainage/storm sewer infrastructure. The applicants submitted a traffic impact study that has been reviewed by City Staff. The traffic study indicates the development is feasible from a traffic engineering perspective. 47th Avenue is scheduled for widening in summer of 2020 in the City of Evans CIP, and these improvements are anticipated to improve existing intersections at 37th/47th and 47th/Tuscany Street.

Utility plans were also submitted illustrating the locations and design of proposed utilities relating to potable and non-potable water, electric lines, sewer, and drainage facilities. The plans include connection to the Tract O non-potable water system that is to be designed and constructed by the City. The developer is required to pay a non-potable water fee to use this system, which is further addressed in the Development Agreement associated with this development.

In addition to the above utilities, the plans must also illustrate required street lights. This includes 3 arterial street lights on 47th Avenue, and one street light at the site entrance off the new Tuscan Way.

A drainage study, grading plans, and a stormwater management plan were also provided, which outline the developer's plan for addressing the additional stormwater generated from development impacts. The plan includes a new pipe that is proposed to connect to Tract O to the east. The developer is required to obtain a 20' easement within Lot 2 to the east for the use and maintenance of the drainage pipe.

Section 18.08.060 Improvements and Utilities. Similar to the design standards section, this section is primarily used to address required improvements for new subdivisions, however, there are elements within this section that apply to this development, such as road grading and surfacing, curbs, gutters and driveways, sidewalks, sewer laterals, storm sewer utilities, water distribution, street signage, street lighting, and underground electric. As mentioned, the plans must illustrate required street lighting along 47th Avenue and Tuscan Way. City of Evans Staff have reviewed the improvement and utility plans and found that the proposed improvements meet the requirements of the Land Development Code and other applicable regulations.

Section 18.07.070 Landscaping. Section 18.08.070.R discusses landscaping requirements for multi-family residential developments. This section requires one tree and five shrubs for every 3,000 square feet of total project area. The net area of the Wildhorse project is 315,0004 square

feet. Therefore, 105 trees and 525 shrubs are required with this development. The proposal includes 105 trees (26 proposed to be ornamental) and 710 shrubs. The required number of trees and shrubs is met with this proposal. This section also requires foundation plantings and street frontage landscaping. Section 18.08.070.T also discusses parking lot landscaping, which applies to multi-family development. Staff reviewed these sections and compared to the submitted landscaping plan. These requirements have been met with the proposal.

Section 18.08.080 Off-street parking and loading. Section 18.08.080.B discusses minimum parking requirements. The proposal includes 90 one-bedroom apartments, 72 two-bedroom apartments, and 9 three-bedroom apartments. Based on these numbers the parking section requires 135 parking spaces for the one-bedroom apartments (1.5 per unit), 126 parking spaces for the two-bedroom apartments (1.75 per unit) and 18 parking spaces for the 3-bedroom apartments (2 per unit). The overall parking requirement is 299. The proposed parking area includes 300 parking stalls, therefore, this requirement is met.

In addition, Section 18.08.080 discusses size and location of parking spaces, as well as required access and parking lot surface materials. Staff has reviewed these sections and find the proposal to conform with the LDC.

7. All economic concerns regarding impact to City services have been addressed appropriately.

The proposal for multi-family residential will create a demand on City services, such as water, sewer, roads, emergency services, parks and drainage. The application demonstrates that these services are adequately addressed through road and utility improvements, impact fees, and proposed on-site amenities in order to mitigate the impacts on the parks system.

STAFF DETERMINATION

Staff finds the proposed Wildhorse at Tuscany development to meet the intent and review criteria of the Evans Land Development Code as found in Sections 18.06.090 and 18.08. Staff approves of the site plan with the list of conditions provided below:

CONDITIONS OF APPROVAL

Required prior to Site Plan recordation:

1. The required corrections to the Irrigation and Site Plans provided by the City Engineer on October 16, 2019 shall be addressed and approved by City of Evans staff.
2. Prior to submitting the mylars for recording, the applicant shall provide a copy of the Site Plan via electronic submission for review and sign-off.
3. The applicant shall submit 2 original signed mylars of the site plan for staff signatures and recording.
4. The applicant shall submit 2 original signed mylars of the proposed plat illustrating blanket easements and the newly dedicated right-of-way for Tuscan Way. The plat shall be recorded currently with the site plan.

Required prior to Building Permit application:

5. A Development Agreement shall be entered into between the developer and the City of Evans that illustrates the developer's obligations for improvements including bonding for public

improvements, the City's obligations, improvement cost estimates, and a schedule of improvements.

6. An all-weather access road shall be constructed in the Tuscan Way right-of-way from 47th Avenue to the south entrance of the site for construction traffic and emergency access. The road surface shall be a minimum 6" aggregate over compacted subgrade. Developer shall provide documentation from a geotechnical engineer licensed in Colorado that the all-weather surface is capable of handling any Evans Fire Protection Vehicles.

Required prior to Building Permit issuance:

7. Developer shall be required to pay all associated impact fees, including (but not limited to) water, sewer and stormwater fees, Tuscan Non-Potable Surcharge Fee, Ashcroft Draw Surcharge Fee, park impact fees, and traffic impact fees.

Required prior to Certificate of Occupancy:

8. Developer shall ensure that all required streetlights will be purchased and installed prior to Certificate of Occupancy.
9. All landscaping and drainage improvements shall be fully installed prior to final Certificate of Occupancy.

CITY COUNCIL AGENDA REPORT

DATE: April 6, 2020
AGENDA ITEM: 8.B
SUBJECT: Consideration of a Memorandum of Understanding between Sonoran Institute and the City of Evans for Technical Assistance in Water Efficiency Planning
PRESENTED BY: James L. Becklenberg, City Manager
Randy L. Ready, Asst. City Manager
Anne Best-Johnson, Community Development Director

AGENDA ITEM DESCRIPTION:

In mid-2019 staff from the Public Works Department and Manager's Office attended a Growing Water Smart workshop sponsored by the Sonoran Institute. The City was encouraged to apply for a Technical Assistance Grant made available by the Institute. These grants are offers of in-kind technical staff assistance to help research and write draft policies and long-range plans to encourage water conservation and responsible water resource management. The City of Evans applied for a Technical Assistance Grant through the Sonoran Institute in December, 2019 (Attachment A) and was notified of the grant award in February.

Water conservation, raw water dedication, non-potable water provision, and the EQR allocation process are critical issues facing the City of Evans. These issues impact existing operations and well as influence future development.

The scope of the technical assistance will be to develop a Water Conservation chapter as part of the Comprehensive Plan, to prepare action items for implementation, and to engage citizens in this portion of the Comprehensive Plan. City staff members from multiple divisions have been collaborating closely to ensure that the Sonoran grant objectives follow the objectives outlined in the City's water conservation program goals.

Staff is seeking approval to accept the grant award and work with Del Corazon and the Sonoran Institute to complete the scope of work outlined in Attachments B and C.

FINANCIAL SUMMARY:

The award from the Sonoran Institute is for technical assistance. There is no financial commitment from the City of Evans other than staff time to assist with community engagement and other activities as needed

RECOMMENDATION:

Staff recommends City Council approve the Memorandum of Understanding with the Sonoran Institute.

SUGGESTED MOTIONS:

"I move to approve the Memorandum of Understanding between the City of Evans and the Sonoran Institute and to authorize the Mayor's signature on the MOU."

"I do not approve the approve the Memorandum of Understanding between the City of Evans and the Sonoran Institute."

ATTACHMENTS:

- A: City of Evans Application
- B: MOU with Sonoran Institute
- C: Scope of Services with Del Corazon Consulting



1100 37th Street • Evans, CO 80620 • (970) 475-1167

December 20, 2019

Ms. Waverly Klaw, Associate Director
Resilient Communities & Watersheds
Sonoran Institute

Sent via email: ClimateResilience@sonoraninstitute.org

RE: Growing Water Smart Grant

Dear Ms. Klaw and Members of the Review Committee,

The City of Evans is pleased to present an application for the Lincoln Institute of Land Policy and the Sonoran Institute's Growing Water Smart Technical Assistance Grant. As Evans' population grows, managing the demands on our water supply and water-related infrastructure is becoming increasingly complex. We want to ensure current policies and long-range plans encourage water conservation and responsible water resource management. If awarded, this funding will allow Evans to begin implementing water smart policies, providing the city with the technical assistance necessary to accomplish two main goals. The first is to better integrate water conservation into our land use code, and the second is to include a more robust water element in our comprehensive plan. The comprehensive plan is scheduled to start the update process in 2020 followed by the land use code in late 2020 through 2021 as an outcome of the recommendations from the comprehensive plan process. Water is a regional challenge and we intend to use the technical assistance funding to engage regional water stakeholders, building on our collaboration with the City of Greeley that began at the 2019 Growing Water Smart Workshop in Estes Park. Since the workshop, Evans and Greeley have continued to meet monthly to collaborate on water resources issues and will continue to involve one another in master planning activities.

Technical Assistance Resource Provider

The City of Evans does not have a preferred provider for this project. We are seeking guidance from the Lincoln and Sonoran Institutes on a list of appropriate providers who may best help us meet the deliverables and outcomes listed below.

Deliverables and Outcomes

The City of Evans has identified the following deliverables and preferred outcomes for this project.

- The provider will meet with city staff to review existing codes, policies and business practices in order to develop recommendations for efficient water resources management, including but not limited to:
 - Suggest goals, objectives, and actions for integrating water resource planning and conservation into the comprehensive plan.
 - Suggest land use code amendments to promote improved management of water resources including updates to the landscape code.
 - Assist in prioritizing the highest return water conservation policies and programs for Evans, using Evans' recently updated water efficiency plan as a guide.



1100 37th Street • Evans, CO 80620 • (970) 475-1167

- Develop best management practices and matrices city staff can utilize to benchmark goals and measure outcomes of the programs.
- The selected provider will need to coordinate with the city to:
 - Organize and facilitate a citizen meeting including residents and developers to discuss water conservation and provide information on what individual residents and developers can do to conserve water.
 - Organize and facilitate a meeting with key stakeholders including the City of Greeley, Weld County, Central Weld County Water District, Northern Colorado Water Conservation District and the City of Evans' Water and Sewer Board, for example. The purpose of this meeting is to identify best practices and opportunities for regional collaboration, learning what neighboring entities are already doing to integrate water and land use planning.
 - Develop a presentation at the end of the engagement period to present findings to a joint session of the Water and Sewer Board, Planning Commission and City Council. Presentation must be based on the city's current land use code, proposed additions to the comprehensive plan, and best practices based on case studies.
- The provider will develop a communication program for staff to utilize in implementing changes to encourage water conservation.

Staff Responsibilities

The City of Evans Community Development and Finance departments will oversee the technical assistance program grant. The main points of contact will be Anne Best Johnson, Community Development Director and Kalen Myers, Management Analyst. A final report will be provided as required by the Sonoran Institute including expenditures and outcomes. The City of Evans will provide the following support:

- Gathering existing codes, policies and documents for the provider to review.
- Providing a list of stakeholders, meeting space and promotion of workshops.
- Providing final documents for the joint Board, Commission and City Council meeting.
- Collaborating with the provider so the city can receive the highest benefit.

Budget and Timeline

It is our intention to complete the work by October 31, 2020 dependent on the availability of the desired resource. We are anticipating that this work can commence in April. The City of Evans is requesting \$10,000 from the Sonoran Institute and will contribute staff's time and assistance to accomplish the goals and deliverables outlined in this letter.

Thank you for this opportunity. We look forward to hearing from you.

Sincerely,

A handwritten signature in blue ink that reads "James L. Becklenberg".

James L. Becklenberg, City Manager



Memorandum of Understanding between Sonoran Institute and the City of Evans, Colorado Growing Water Smart Technical Assistance with Comprehensive Plan Water Element

This **Memorandum of Understanding** describes the roles, responsibilities, and deliverables of an agreement between the **Sonoran Institute** and the **City of Evans, Colorado** regarding Technical Assistance to support establishment of a water element of the City's comprehensive Plan.

Water will be one the most critical issues facing Colorado's communities, economies, and environment in the next decade as we adjust to less and more variable precipitation. The **Sonoran Institute** supports Colorado communities to better integrate water into their land use plans and regulations. Through Growing Water Smart, a joint program of the Sonoran Institute and the Lincoln Institute's Babbitt Center for Land and Water Policy, communities have come together across sectors of planners, water providers, and elected officials to develop strategies to reduce water demand and address water challenges. Participating communities, such as the **City of Evans**, are implementing strategies and making meaningful changes to the way their communities develop.

In December 2019, the **City of Evans** applied to Sonoran Institute for Technical Assistance in integrating water into the City's Comprehensive Plan. The **Sonoran Institute** has granted this request by hiring **Del Corazon Consulting** to work directly with the **City of Evans**.

Scope of Work:

Marjo Curgus of **Del Corazon Consulting** will enter into a contract with the **Sonoran Institute** to perform tasks and deliverables to support the **City of Evans** between April 6, 2020 to September 30, 2020, with a budget not to exceed \$10,000.

Del Corazon Consulting will assist the **City of Evans** in drafting a water element for their comprehensive plan update. This project will consist of coordination, analysis, and recommendations.

The tasks involved in this project between the City of Evans and Del Corazon Consulting include:

1. Project Start Up Meeting
2. Establish Work Group and convene (4) times during the project
3. Conduct Policy Analysis, Summary and present Findings to the City
4. Draft & Present Recommendations Report for a comprehensive plan water element that summarizes findings of review and suggests an element outline, goals, objectives, and actions for how to better integrate water resources planning and land use planning
5. Participate in Joint Work Session Meeting between the Planning Commission and City Council
6. Support Communication Strategy established by the City of Evans
7. Facilitate Public Involvement
8. Support Development of Draft Water Conservation Chapter in the Comprehensive Plan and include a prioritized implementation list



Deliverables from Del Corazon Consulting include:

1. Participation in (4) web conference meetings
2. (1) Policy Analysis Summary (Findings)
3. (1) Policy Recommendations Report
4. Participation in (1) Joint Work Session
5. Community meeting outreach plan and a comprehensive plan message
6. Facilitation of community involvement
7. Collaboration on final draft to be finalized after completion of all other tasks and assessment of remaining budget

The **Del Corazon Consulting** Project Plan Proposal outlines these steps and budget in greater detail and is included as an addendum to this Memorandum of Understanding.

In order to receive this technical assistance at no cost to the **City of Evans**, the **City** agrees to provide the staff resources and information to Del Corazon Consulting within the timeframe needed to carry out the tasks and deliverables listed above by the contract end date. The **City of Evans** shall submit project progress reports to **Sonoran Institute** every two months (e.g., May 29, 2020; July 31, 2020) describing completed, in progress, and upcoming grant deliverables. The **City of Evans** shall submit a Summary Memo to **Sonoran Institute** upon grant completion on or before September 30, 2020 that describes the project, major accomplishments, challenges, actions taken to overcome challenges, leverage of the technical assistance, and next steps. Changes to this project scope can only be made with the written approval from Sonoran Institute. Any concerns that may arise during this technical assistance project should be brought to the **Sonoran Institute** immediately. Please direct progress reports, the summary memo, and any concerns to Waverly Klaw at wklaw@sonoraninsitute.org.

SONORAN INSTITUTE:

(Signature) (Date)

Waverly Klaw
(Type/Print Name)

Associate Director
(Title)

Contact information:

Sonoran Institute
PO Box 9792
Denver, CO 80209
(720) 340-0020
wklaw@sonoraninstitute.org

CITY OF EVANS, COLORADO:

(Signature) (Date)

(Type/Print Name)

(Title)

Contact information:

(Address)

Telephone: _____

Email: _____

Marjo Curgus

1135 F Street
Salida, Colorado 81201



Project Scope and Timeline Evans, CO Comprehensive Plan Water Element

Date	Services Performed By:	Services Performed For:
March 23, 2020	Marjo Curgus 1135 F Street Salida, Colorado 81201	Sonoran Institute 100 N. Stone Ave., Suite 400 Tucson, AZ 85701

Contractor shall provide the Services and Deliverable(s) as outlined below. Sonoran Institute shall provide Del Corazon with a contract that incorporates this scope of work for finalization.

2020 Scope of Work & Deliverables

1. **Project Start Up Meeting.** After the contract is signed, the project team and DCC will meet via web conferencing to review the SOW, timeline, task schedule, team communication expectations, and other relevant items to effectively coordinate project delivery.
2. **Task 1. Establish Work Group.** Collaborate with Evans project team on the development of a stakeholder committee to guide the development of the comprehensive plan water element.
 - A. Collaborate with Evans project team to establish a working group who will inform, guide, and review the policy analysis and development of the draft comprehensive plan element. This team will be comprised of the appropriate stakeholders including but not limited to an elected official, planning commissioner, planner, water and sewer board. The work group will meet for one-hour each meeting via DCC web conferencing platform.
 - B. This work group could serve as the structure to convene regional collaborative partners such as Northern Water, Weld County, City of Greeley, etc. One of these work group meetings could be with the broader regional group for a 2-hour work session either following the policy analysis or the completion of the draft recommendations report.

- C. This team will be initiated by mid-April and be convened 4 times for the following purpose:
 - i. *End of April*. At project initiation to discuss project purpose and scope, desired outcomes, timeline, deliverables, and to highlight any outstanding issues, concerns, ideas, and background information relevant to the project.
 - ii. *Mid-May*. Following the conclusion of the policy analysis to review draft findings for accuracy and inform recommendations report.
 - iii. *Mid-June*. To review the draft recommendations report and communication strategy prior to the joint work session.
 - iv. *Mid-August*. For a final review of the City of Evans draft comprehensive plan water chapter.

- D. The project team will collaborate with DCC on the development of agendas for each meeting. Meetings will be led by DCC.

- E. **Deliverable:** Participate in 4 web-conference meetings.

- 3. **Task 2. Conduct Policy Analysis.** Review existing water and land use policies including current comprehensive plan, land use code, water efficiency plan and draft water supply plan and consumption analysis.
 - A. The project team will create a shared folder of all relevant data and/or hyperlinks to share with DCC within 10 days of finalizing the contract. DCC will use analytical tools developed by Sonoran Institute and the Babbitt Center for Land and Water Policy to structure the review policies. DCC will complete the policy analysis by the end of April 2020. The policy analysis will review policy documents related to water supply planning, water efficiency and conservation policies, land use zone districts, watershed protection (water quality protection standards including stormwater, floodplain, soil conservation, etc.), recreation and land conservation, landscaping and parking policies, and floodplain management.

 - B. **Deliverable:** Policy Analysis Summary

- 4. **Task 3. Draft Recommendations Report.** Develop a recommendations report for a comprehensive plan water element that summarizes findings of review and suggests an element outline, goals, objectives, and actions for how to better integrate water resources planning and land use planning.
 - A. DCC will prepare recommendations for policy goals, objectives, and actions based on the Policy Analysis Summary and Work Group meeting outcomes. This report will include recommendations for the development of the comprehensive plan including the following elements:
 - i. a draft water chapter outline and content recommendations
 - ii. goals, objectives, and strategies recommendations for land use and integrated water resource management
 - iii. proposed next steps

 - B. This report will be presented to the work group for review and feedback prior to the joint work session presentation.

- Deliverable:** Policy Recommendations Report

5. **Task 4. Participate in Joint Work Session Meeting.** Present to a joint session of Evans departments and leadership including the water and sewer board, Planning Commission, and City Council on the findings and recommendations to enhance integrated water resource management in the comprehensive plan.
 - A. The presentation to the joint work session would follow within 2 weeks of the review by the work group. Following the work group meeting, DCC will incorporate any changes to the draft report within one week. The project team will organize the joint work session and distribute materials at least one week in advance. DCC will prepare a presentation that will be reviewed by the project team prior to the meeting. DCC will present in person or remotely in mid to late June.

Deliverable: Participation in a Joint Work Session

6. **Task 5. Support Communication Strategy.** Support Evans project team with the development of a communications strategy around the comprehensive plan, water resource management and water stewardship.
 - A. DCC will work with the project team to develop a communication strategy for the development of a water focused message to be used for the comprehensive plan process and to encourage participation in the water focused community meeting. DCC will provide a template for development of a comprehensive plan communication plan that will build capacity of the City of Evans to conduct effective outreach. DCC will use a work group meeting and phone call with the project team to draft a message and identify key communication plan elements including:
 - i. target stakeholders
 - ii. communication channels
 - iii. engagement plan
 - B. This will be used to design a draft community meeting outreach and engagement plan by early June and a finalized product by mid to late June.
 - C. **Deliverable:** Community meeting outreach & engagement plan and a comprehensive plan message.
7. **Task 6. Facilitate Public Involvement.** Facilitate public engagement to present findings and recommendations for the comprehensive plan and gather community input on water resource management and water conservation and efficiency. Public engagement may need to occur virtually and without convening community members. This may include using webinars or other remote community involvement mechanisms such as surveys, online forums, feedback cards, etc.
 - A. The project team will work with DCC to organize presenting the report findings and recommendations to the public for input and prioritization. The goals of the public input will be developed in May and/or June with input from the work group and joint work session. DCC will develop an engagement strategy with the project team. The community engagement will occur in July with outreach initiated 2-3 weeks prior to the event. DCC will develop the engagement materials and advise the project team on logistics, media outreach, etc.
 - B. **Deliverable:** Facilitation of a community involvement in water element.

8. **Task 7. Support Development of Draft Water Chapter.** DCC will work collaboratively with the project team to guide the development of draft plan components, review drafts, and finalize a comprehensive plan water chapter.
 - A. DCC will work with the Project Team to convert the outcomes of the joint work session and public meeting along with the recommendations report into a draft comprehensive plan chapter. The total amount of support DCC is able to provide will depend upon remaining budget. The drafting of the plan element can begin following the finalization of the policy recommendations report and it can be refined following the joint work session and public meeting in mid-June. A draft chapter would be expected by the mid to the end of July.
 - B. **Deliverable:** Input or review comments on comprehensive plan chapter and action plan.

Summary of Deliverables

1. Participate in 4 web conference meetings
2. Policy Analysis Summary
3. Policy Recommendations Report
4. Participation in a Joint Work Session
5. Community meeting outreach plan and a comprehensive plan message
6. Facilitation of a community involvement
7. Collaboration on final draft to be finalized after completion of all other tasks and assessment of remaining budget

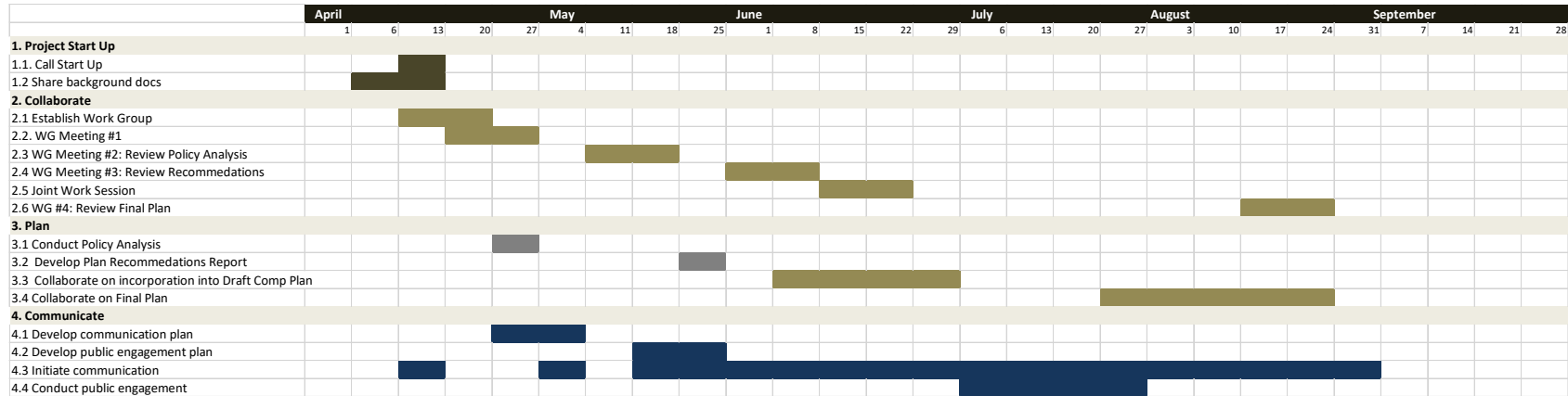
Budget and Fee Schedule

This engagement will be conducted on a Time & Materials basis. The total value for the Services pursuant to this SOW shall not exceed \$10,000 unless otherwise agreed to by both parties. This figure is based on 84 hours of professional services billed at \$115/hour. Client will be invoiced quarterly at minimum. Invoices are due within 30 days of receipt.

This budget includes 3 trips to Evans equaling 10.5 hours of travel. However, these may be conducted via videoconferencing thus freeing hours to be dedicated to plan drafting. This budget does not include any out of pocket expenses. DCC will cover any expenses for travel.

Item Description	Number of Hours	Total
Project Start Up Call.	2	\$230
Task 1. Establish & Coordinate Work Group.	18	\$2,115
Task 2. Conduct Policy Analysis.	20	\$2,300
Task 3. Draft Recommendations Report.	19	\$2,185
Task 4. Participate in Work Session Meeting.	6.5	\$748
Task 5. Support Communication Strategy.	4	\$460
Task 6. Support Community Engagement.	15.5	\$2,058
Task 7. Support Development of Draft Water Chapter.	-	-
	82	\$10,095

Project Roadmap



CITY COUNCIL AGENDA REPORT

DATE: April 6, 2020
AGENDA ITEM: 8.C
SUBJECT: Consideration of Participation in Weld County Community Development Block Grant (CDBG) Program—Urban Entitlement—Weld County
PRESENTED BY: James L. Becklenberg, City Manager
Randy L. Ready, Assistant City Manager
Anne Best Johnson, Community Development Director

AGENDA ITEM DESCRIPTION:

There is a new manner for the City to apply for federal Community Development Block Grant (CDBG) funding. Until now, the City's only available application process has been to compete for funding amongst all communities in the state in counties that were not considered to be urban. Weld County's new classification as an Urban County makes possible participation in a grant program reserved only for communities in Weld County. The total amount of funding available in the county-administered program is smaller than the state pool, but there will be fewer applicants for the funding.

The State Demographer has estimated the Weld County population to be 314,250 as of 2018. Once a County has reached a population greater than 200,000 residents, the County may be classified as an Urban County according to the U.S. Department of Housing and Urban Development (HUD). This classification allows Weld County to have a separate Community Development Block Grant (CDBG) Program separate from the State of Colorado's pooled grant program for municipalities in smaller counties.

The Weld County CDBG Program will receive approximately \$960,000 in federal funds in 2021. At least 70% of funds received by Weld County must benefit low- and moderate- income persons. Weld County will administer these funds to meet the national objectives listed below:

1. Principally benefit low- and moderate-income persons
2. Prevent and/or eliminate slums and blighted areas
3. Satisfy an urgent need in a community – infrastructure, utilities and housing needs

At this point, the County's CDBG Program will only be for the HUD-funded program. The City would remain eligible to apply for HOME and Emergency Shelter Funds for homelessness prevention through federal CDBG Programs that are not HUD-funded. In time, Weld County may also elect to include other Weld County-only funds from different agencies.

The Weld County Program agreement will be from July 1, 2020 to June 30, 2023 and can be automatically renewed if all parties agree. Evans and Weld County would work together to determine project eligibility. Funding may be predicated on local match requirements which have not been established to date.

Former Northern Colorado Division of Local Affairs (DOLA) representative Don Sandoval has been appointed by Weld County to be the Weld County CDBG Manager. Should the City of Evans decide to participate in the Weld County CDBG Program, the City will need to notify HUD and will not be eligible to participate in the State CDBG Program. In a conversation with Don Sandoval in March, 2020, the anticipated funding for the State CDBG Program is approximately \$4 million.

The attached graphic illustrates Census Tracts in the City of Evans, the median income of each Census Tract, and the Area Median Income levels. The Area Median Income (AMI) levels classified as low- and moderate-income are indicated on this graphic to illustrate which Census Tracts may benefit from this Program. In Evans, the neighborhoods that would potentially be eligible for CDBG funding are predominantly east of 35th Avenue in Census Tracts 10.03, 10.04, 10.05, 10.06, and 17 as shown on the attached map.

FINANCIAL SUMMARY:

There is no financial impact to agree to participate in the Weld County CDBG Program. If the City of Evans applies for grant funding, the competition pool would be other Weld County communities vs. other communities in the State of Colorado who are participating in the Statewide CDBG funding pool. The Weld County funding pool for 2021 is estimated to be approximately \$960,000 and the estimated State pool is \$4 million to cover municipalities in all counties that are not considered “urban.”

RECOMMENDATION:

Weld County has prepared an Intergovernmental Agreement (IGA) to solidify a community’s commitment to only participate in the Weld County Program. Staff recommends that the City of Evans pursue this separate Weld County Program. If Council concurs, staff will bring a Resolution and the IGA back for consideration at a regular meeting.

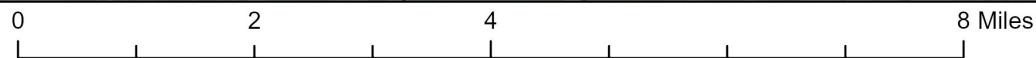
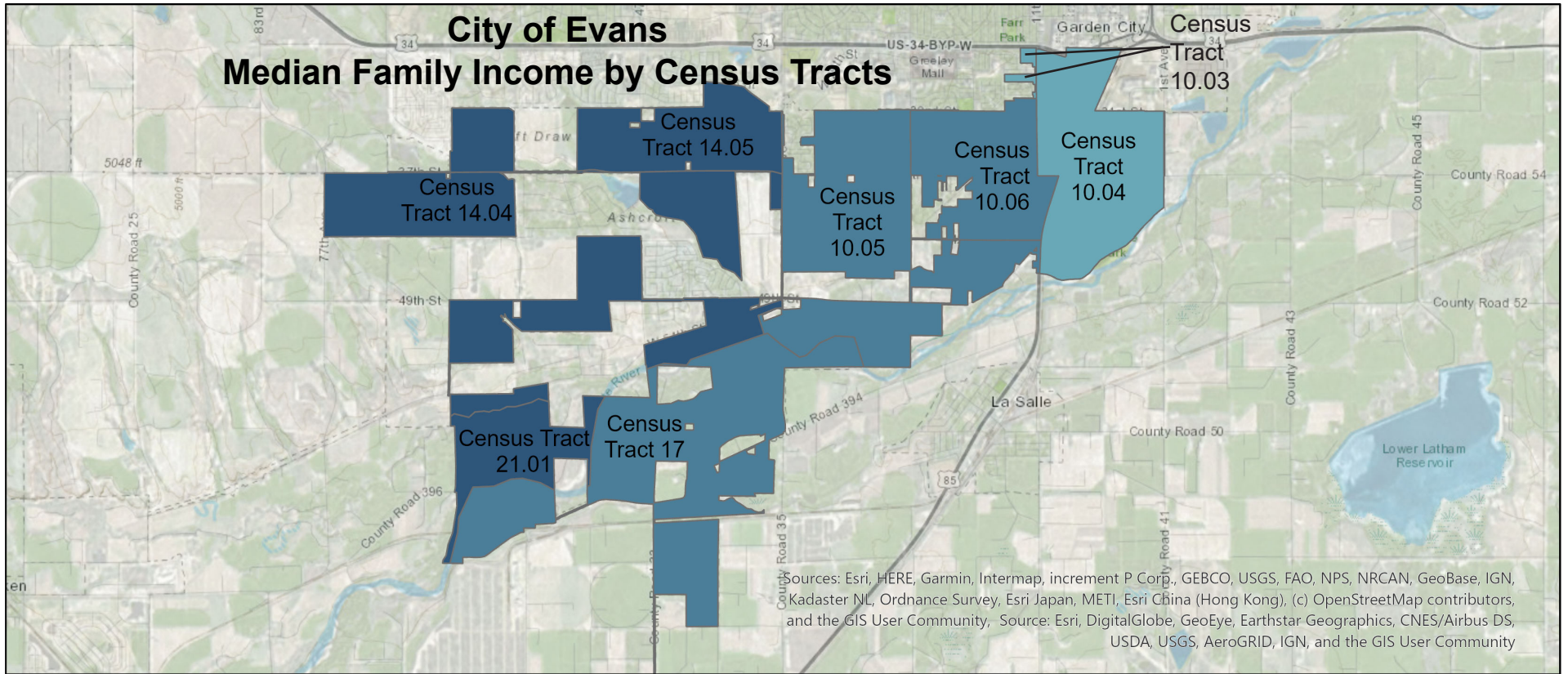
SUGGESTED MOTIONS:

"I move to direct staff to prepare a resolution and IGA to participate in the Weld County CDBG program."

"I move to direct staff not to prepare a resolution and IGA to participate in the Weld County CDBG program."

ATTACHMENTS:

- Census Tract Map for eligibility areas



City of Evans

HUD Median Family Income Limits

- ≤\$17,521 30% MFI Extremely Low-Income
- ≤\$29,202 50% MFI Very Low-Income
- ≤\$46,724 80% MFI Low-Income
- ≤\$58,405 City of Evans MFI Determined by State Demography Office
- ≤\$87,004

**These numbers are estimates*



Demographic Data Source:
 U.S. Census Bureau, 2013-2017 American
 Community Survey 5-Year Estimates
 Evans Community Report by State
 Demography Office Colorado 01/22/2020

