

ALAMOSA CITY COUNCIL

Regular Meeting Agenda

Alamosa City Council Chambers
300 Hunt Avenue, Alamosa, CO
August 7, 2013

As a full service municipal government, our mission is to enhance the quality of life for our residents, visitors, and businesses. We strive to provide balanced business, employment, recreational, and residential opportunities.

Any person needing reasonable accommodation to attend or participate in a public meeting, please contact the Alamosa City Clerk's office by telephone (719) 589-2593, by email cityclerk@ci.alamosa.co.us, in person at 300 Hunt Avenue, or by mail at POB 419, Alamosa, CO 81101.

LINK TO COUNCIL CALENDAR

5:30 p.m. – Work Session – Interview Board Applicant

6:00 p.m. – Work Session – Audit Review

7:00 p.m. – Regular Meeting

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. AGENDA APPROVAL

IV. CITIZEN COMMENT

Alamosa City Council welcomes your comments. Citizens wishing to speak may obtain and complete a speaker card through the City Clerk at the start of the meeting.

A. Audience Comments

B. Follow-Up

V. CEREMONIAL ITEMS

A. National Health Center Week Proclamation

VI. CONSENT CALENDAR A

The Consent Calendar allows multiple actions with one motion. Consent Calendar A contains routine items which have been recommended for action by staff or advisory boards. Council may remove a consent calendar item for separate consideration.

C. 7. a. Approve Minutes of Regular Meeting July 17, 2013

C. 7. b. Approve Minutes of Special Meeting July 31, 2013

VII. REGULAR BUSINESS

C. Business Brought Forward by City Staff

1. Public Works

a. Resolution No. 16, 2013, A Resolution Finding Substantial Compliance Of The Peoples Place Addition No. 2 Annexation 2013 Petition For The Annexation Of A Tract Located In The SE ¼ Section 9 Township 37 North, Range 10 East, New Mexico Principal Meridian, Alamosa County, Colorado; And Setting Forth Details In Regards Thereto; And Setting A Date For A Public Hearing To Consider Said Petition

b. Public Hearing Ordinance No. 11, 2013, An Ordinance Approving an Intergovernmental Agreement with Alamosa County for Mutual Aide in the Provision of Emergency Food Assistance

4. Parks/Recreation/Library

- a. Award of Bid – Carroll Park Tennis Court Resurfacing
- b. Discussion – Park Name

7. City Clerk/Municipal Court

- c. First Reading Ordinance No. 12, 2013 An Ordinance Approving An Intergovernmental Agreement With Alamosa County For Conduct Of The November 5, 2013 Coordinated Election
- d. Resolution No. 13, 2013, A Resolution To Conduct The Regular City Election Scheduled For November 5, 2013, Pursuant To The Uniform Election Code Of 1992, Articles 1 To 13 Of Title 1, C.R.S., In Lieu Of The Municipal Election Code Of 1965, In Order To Participate In A Coordinated Election In Alamosa County On November 5, 2013

8. City Manager/Legal

- a. Public Hearing Ordinance No. 10, 2013, An Ordinance Prohibiting Marijuana Cultivation Facilities, Marijuana Product Manufacturing Facilities, Marijuana Testing Facilities, and Retail Marijuana Stores Within the City of Alamosa, Colorado
- b. Property Purchase, Firearms Range, 15002 Count Road 6 South, Alamosa County
- c. Fireball Run Sponsorship

E. Committee Reports

F. Staff Announcements

VIII. LOCAL LIQUOR LICENSING AUTHORITY ACTIONS

B. Liquor Licensing Items

- 1. Request For Show Cause Hearing – Spuddy's

COUNCIL COMMENT

ADJOURNMENT

Alamosa City Council Meetings and Events

Updated 7/31/2013

All events are held in Alamosa Colorado unless otherwise noted

CITY HALL IS LOCATED AT 300 HUNT

Date	Time	Event	Location	Additional Information
August 5, 2013	6:00 p.m.	Candidate Orientation Session	Council Chambers	***
August 7, 2013	5:30 p.m.	Interview Board Applicants	Council Chambers	*
August 7, 2013	6:00 p.m.	Audit Work Session	Council Chambers	*
August 21, 2013	6:00 p.m.	Work Session - Special Improvement District	Council Chambers	*
September 4, 2013	6:00 p.m.	Work Session - Initial Budget Presentation	Council Chambers	*
September 11, 2013	5:30 p.m.	Work Session - Budget	Council Chambers	*
TBD	TBD	Employee Picnic	Cole Park	****
September 18, 2013	6:00 p.m.	Budget Work Session (tentative, if needed)	Council Chambers	*
September 25, 2013	6:00 p.m.	Budget Work Session (tentative, if needed)	Council Chambers	*
September 25, 2013	4:00 p.m. meeting 5:30 p.m. social hour 6:30 p.m. dinner	CML District 8 Meeting	Mulligans on the Green	**

* Work sessions are informal Council meetings for the purpose of discussion among Council members. No action is taken. The public is invited to attend, but public comment is generally not received unless otherwise noted.

**Sponsored by outside entity. Council members have been invited to attend. Please check with originating entity for registration information

*** Citizens are encouraged to attend this community event

**** This is a purely social event and not open to the public

*****This meeting is for the purpose of an Executive Session. The Executive Session portion of the meeting is not open to the public.

COUNCIL COMMUNICATION

DATE: July 29, 2013	AGENDA NO. Work Session	SUBJECT: Interview Joshua Lake in consideration of the Library Board vacancy
Department Head: Judy A. Egbert, City Clerk		
City Manager: Heather Brooks		
PRESENTED BY: City Council		

Recommendation

Interview Joshua Lake.

Background

There is a long-standing vacancy on the Library Board for a term through June 1, 2014. Joshua Lake has applied for this position. Council is asked to interview him at this work session, then consider appointment at the next meeting.

Issue Before the Council

Does Council wish to conduct this interview

Alternatives

- Conduct the interview
- Do not conduct the interview and direct staff.

Fiscal Impact

N/A

Legal Opinion

N/A

Conclusion

The Library Board is established by Charter and serves a critical role. This seat has been vacant and it is appropriate that Council continue the recruiting process toward filling that vacancy.

This action furthers Council's goal of community through citizen involvement.

City of Alamosa
POB 419
Alamosa, CO 81101

Application For Board or Commission

Applicant Name: JOSHUA LAKE Date: June 19, 2013
Street Address: [REDACTED] ALAMOSA, CO 81101

Mailing Address: (SAME)

Phone Number: [REDACTED] (office) [REDACTED]

Email: [REDACTED]

How long have you lived in the City of Alamosa? MOVED HERE ON JAN 2, 2013

Board or Commission you are applying for: LIBRARY BOARD

Why do you want to serve on this Board or Commission? I am passionate about encouraging both literacy and a love for reading. I appreciate the library for providing a free source of reading and an environment that encourages it.

Do you have any special qualifications for this Board or Commission? If so, please describe.

I am a licensed attorney and have previously served on a board of directors for a legal aid organization.

Since most Board and Commissions meet in the evenings, what evenings are you available to serve?

Monday Wednesday X Friday

Tuesday X Thursday X

Signature of Applicant: [Signature]



NATIONAL HEALTH CENTER WEEK PROCLAMATION

Celebrating America's Health Centers Transforming Health Care in Our Local Communities August 11-17, 2013

Whereas: America's community health centers are at the core of our health care system and the nation's safety net, delivering high quality, cost effective, and accessible primary and preventative care to all individuals regardless of their ability to pay.

Whereas: Health centers are located in medically underserved areas and locally-controlled by patient-majority boards, making each health center responsive to the needs of the individual community it serves.

Whereas: Currently, there are more than 1,200 health centers serving as health homes for more than 22 million individuals at more than 9,000 locations across the country.

Whereas: Health centers offer patient-focused, coordinated health care –preventive and primary care that families and individuals need, where and when they need it.

Whereas: Health centers employ more than 9,500 physicians and more than 6,300 nurse practitioners, physician assistants, and certified nurse midwives, along with social workers, case managers, and community health workers, as part of a multi-disciplinary clinical team designed to treat the whole patient, coordinating care and managing chronic disease, at the same time reducing unnecessary, avoidable and wasteful use of health resources.

Whereas: This health home model that health centers are at the fore of pioneering goes beyond primary medical care, providing behavioral health and dental services, along with case management and enabling services that ensure that care is provided in an efficient and timely manner.

Whereas: The Health center model has been proven to be an effective means of overcoming barriers to access for the medically underserved and in doing so, improving health care outcomes and reducing health care costs.

Whereas: This unique model allows health centers to save the entire health system approximately \$24 billion annually by keeping patients out of costlier health care settings, such as emergency rooms.

Whereas: As locally owned and operated small businesses, health centers also serve as critical economic engines helping to power local economies. In these difficult economic times, health centers are economic drivers in their communities. In 2009 alone, health centers generated \$20 billion in combined economic impact and were responsible for nearly 200,000 jobs in areas hit hardest by the recession.

Whereas: Last year, over 400 communities nationwide submitted applications seeking a health center, for an anticipated 25 awards, again demonstrating an overwhelming demand for access to comprehensive primary care across the nation.

Whereas: Today, 60 million Americans lack regular access to a primary care provider, even as the nation is preparing to provide health coverage for as many as 30 million Americans.

Whereas: Health centers are expected to become the health care home for many of these new patients but the demand for health centers continues to vastly outpace growth and many existing health centers are already at capacity.

Whereas: Health centers are committed to expanding to meet the needs of the communities they serve and to grow their reach to serve every individual who currently lacks regular access to a health care home.

Whereas: National Health Center Week offers the opportunity to recognize America's health centers, their staff, board members, and all those responsible for the continued success and growth of the program since its creation almost 50 years ago. During this National Health Center Week, we recognize the multitude of ways in which America's Health Centers are transforming care in local communities by delivering comprehensive, high quality, cost effective, and accessible health care.

NOW, THEREFORE, I, Kathleen J. Rogers, Mayor of Alamosa do hereby proclaim August 11-17, 2013, as National Health Center Week. I encourage every American to visit their local health center and celebrate the important partnership between America's Health Centers and the communities they serve.

Kathleen J. Rogers, Mayor

ALAMOSA CITY COUNCIL
Wednesday, July 17, 2013
Minutes of the Meeting

The Regular Meeting of the Alamosa City Council was called to order on the above date by Mayor Kathy Rogers at 7:00 p.m. The Pledge of Allegiance was recited. Present at roll call: Mayor Rogers, Councilors Greg Gillaspie, Charlie Griego, Rusty Johnson, Josef Lucero, Leland Romero, and Marcia Tuggle. A quorum was declared. Also present: City Manager Heather Brooks, City Attorney Erich Schwiesow, and City Clerk Judy Egbert.

AGENDA APPROVAL. It was moved by Councilor Romero and seconded by Councilor Gillaspie to approve the agenda as presented. The motion carried unanimously.

CITIZEN COMMENT

A. Audience Comments

Vern Davis requested that Council consider permanent restrooms at the cemetery.

Jan Oen encouraged Council to consider allowing retail marijuana facilities.

Don Thompson also encouraged Council to consider allowing retail marijuana facilities.

B. Follow-Up

Heinz Bergann reported that he has been researching restroom options for the cemetery and will continue to pursue this project.

CONSENT CALENDAR A. It was moved by Councilor Romero and seconded by Councilor Gillaspie to approve Consent Calendar A as presented. The motion carried unanimously.
Items:

- C. 2. a. Receive June 2013 Expenditure Report
- C. 7. a. Approve Minutes of Regular Meeting June 26, 2013
- C. 8. a. Receive June 2013 Monthly Reports

REGULAR BUSINESS

A. Presentations From Outside Agencies

1. Friends of Locomotive 169 Update, Jim Poston

Jim Poston and Chuck Proudfoot gave a report on the progress toward restoration of the steam engine.

2. PERA Update, Greg Smith

Greg Smith, General Counsel, described PERA's economic impact through distributions of retirement benefits, support of jobs, and investments in Colorado companies. He also reported on the organization's sustainability, and how it weathered the economic crisis.

B. Board/Commission Business

1. Appoint One Member to the Planning Commission Ward Four

Robert McWhirter currently serves as the Ward 4 representative to the Planning Commission and has requested reappointment. Nora Gengo has also applied for this position.

Ballots were cast with Robert McWhirter receiving the most votes.

Councilor Gillaspie moved, seconded by Councilor Romero to appoint Robert McWhirter to the Ward Four Planning Commission seat with a term to expire June 1, 2018. The motion carried unanimously.

2. Appoint One Member to the Tree Board

Adam Moore has applied to fill a long-standing vacancy on the Tree Board. He is the sole applicant.

Ballots were cast with Adam Moore receiving the most votes.

Councilor Johnson moved, seconded by Councilor Griego to appoint Adam Moore to the Tree Board with a term to end June 1, 2017. The motion carried unanimously.

C. Business Brought Forward by City Staff

1. Public Works

a. First Reading Ordinance No. 11, 2013, An Ordinance Approving An Intergovernmental Agreement With Alamosa County for Mutual Aide in the Provision of Emergency Food Assistance

Don Koskelin reviewed this agreement that would provide water and sewer taps to the County's food bank facility without cost to the County. The value of the taps is \$1,500. This property is currently outside City limits, but is proposed for annexation.

Councilor Romero moved, seconded by Councilor Griego to pass this ordinance on first reading and set a public hearing for Wednesday August 7, 2013 at 7:00 or as soon thereafter as the matter may be heard. The motion carried unanimously.

b. Naranja Replat

1. Public Hearing

Mr. Koskelin told Council that this is a line change in the newly annexed area.

Mayor Rogers opened the hearing at 7:38 p.m. and asked for those wishing to speak on this matter. There being no one wishing to speak, the hearing closed at 7:38 p.m.

2. Resolution No. 12, 2013, A Resolution Approving the Re-Plat of Lots 90, 91, and 102 McClain Fink Subdivision – City of Alamosa, Alamosa County, Colorado

Councilor Lucero moved, seconded by Councilor Johnson to adopt Resolution No. 12, 2013. The motion carried unanimously.

c. Jeff Martinez Replat

Mr. Koskelin reported that the subdivision improvement agreement has not yet been negotiated. At issue are defining the timing and trigger for the future improvements for curb/gutter/paving on Foster. Council may approve the replat, but it will not be filed until the agreement is reached. The recommendation from the Planning Commission is that first two buildings be allowed to be built, but any future development would trigger improvements.

Council debated the effects of the timing of improvements.

1. Public Hearing

Mayor Rogers opened the hearing at 7:57 p.m. and asked for those wishing to speak on this matter.

Jeff Martinez, applicant, described the proposed access being from First Street, not Foster. Parking for the first two units is defined. Commitment to develop all the way to Chico isn't needed for the foreseeable future, and provides no benefit. This is an existing City street, and he questioned the City's responsibility toward development.

In response to questions from Council, Mr. Martinez responded:

- The requirement for parking is 1.5 spaces per unit. He feels that this is not adequate, and additional parking is planned.
- The current plan is to have all the traffic off of First Street. If the entrance off of Foster is used in the future, he would be willing to commit to the improvements at that time.

Councilor Lucero described a different project where the property owners contributed to the improvements. He suggested that there may be possibility to do that here.

Dan McCann spoke in favor of approving the replat with the recommended condition.

There being no one else wishing to speak, the hearing closed at 8:11 p.m.

Council further debated its desire for requiring improvements now or at some future trigger.

2. Resolution No. 13, 2013, A Resolution Approving the Re-Plat of Lot 1, Block 1, Sierra Vista Addition – City of Alamosa, Alamosa County, Colorado

Councilor Lucero moved, seconded by Councilor Tuggle to adopt Resolution No. 13, 2013, with the condition that the subdivision agreement include the requirement for improvements on Foster from First to Chico to be immediately completed. On discussion, Council clarified that pavement from First to Chico be completed prior to building on the lot. The motion failed three (Lucero, Tuggle, Romero) to four (Griego, Gillespie, Rogers Johnson).

In response to a question from Council, Mr. Koskelin clarified that the Planning Commission's recommendation is that the first two units could be installed with access from First; if any development occurs on Foster to existing properties, improvements would be triggered. He further explained how a performance bond works, saying that it would be appropriate in this case.

Councilor Tuggle moved, seconded by Councilor Gillaspie to approve Resolution No. 13, 2013, with the stipulation that Foster Avenue will be paved if there's any construction past the

proposed first two units, or any units that would egress onto Foster with the understanding that the first two units will have access to First Street only. If there is no further development, Foster must be paved to Chico within 5 years. Additionally a five-year performance bond will be required. On discussion, Councilor Lucero stated that he prefers a shorter time period for the performance bond. The motion carried six to one with Councilor Lucero casting the no vote.

d. Accept Planning Commission's Recommendation to Approve Permitted Use By Special Review to Allow Multifamily Dwellings in a Commercial Business Zone at First Street and Foster Avenue.

It was moved by Councilor Griego and seconded by Councilor Johnson to accept the Planning Commission's recommendation to approve Permitted Use By Special Review to allow multifamily dwellings in a commercial business zone at First Street and Foster Avenue. The motion carried unanimously.

8. City Manager/Legal

a. First Reading Ordinance No. 10, 2013, An Ordinance Prohibiting Marijuana Cultivation Facilities, Marijuana Product Manufacturing Facilities, Marijuana Testing Facilities, and Retail Marijuana Stores Within the City of Alamosa, Colorado

Counselor Erich Schwiesow reviewed the constitutional amendment that allows municipalities to regulate recreational marijuana facilities or opt out. This does not affect personal use allowed under the amendment. If Council desires to allow these facilities, more time will be needed to develop a regulatory structure and recommended a temporary moratorium.

Chief Craig Dodd offered the following:

- In his experience on the drug task force, he believes that these facilities will attract burglary, robbery and cause driving under the influence of marijuana.
- Alamosa has highest crime rates of comparable sized towns.
- Substance abuse is nearly always involved in criminal cases.
- Stakeholders around the SLV are already facing challenges from alcohol, cocaine, and methamphetamine.
- Medical marijuana is already established, and seems to be adequately serving those in need.
- Results of the audit of the Medical Marijuana Division were not good, and this agency will be providing oversight for recreational marijuana.

Counselor Schwiesow answered a question from Council, saying the state is actively working on the regulatory structure. Regulations were enacted on an emergency basis effective July 1. More will be forthcoming.

Councilor Griego moved, seconded by Councilor Johnson to introduce Ordinance No. 10, 2013 on first reading and set a public hearing thereon for Wednesday August 7, 2013 at 7:00 p.m. or as soon thereafter as the matter may be heard.

On discussion, Councilor Tuggle noted that the citizens voted to allow these facilities. It is better to create a legal structure and have some control and remove potential illegal activity. Crime is not necessarily attributed to marijuana, and there are other factors.

Councilor Lucero stated that his constituents are not in favor of retail sales. A structure to allow these facilities may be done now or later if desired. Opting out isn't a permanent action.

Councilor Griego reminded Council that this is a first reading, and a different action can be taken based on testimony at the hearing.

The motion carried, with Councilor Tuggle casting the no vote.

E. Committee Reports

Councilor Lucero reported DRG grant activities.

Councilor Tuggle reported that the Senior Citizens have worked hard on fundraising, but still face challenges. She commended Alamosa citizens for volunteers that worked at the beer garden at the Fourth of July event.

Councilor Griego reported on the Water Conservancy event.

Councilor Gillaspie reported that the Golf Board will be held tomorrow night.

Mayor Rogers reported that the Council of Government is progressing well.

F. Staff Announcements

Mr. Koskelin told Council of conversation regarding a proposed bulk propane facility. This is in the general area of La Due and Sixth, but will be sufficient distance from residences. Council expressed concern about large trucks through the residential area, and Mr. Koskelin suggested implementing a weight limit on those streets. This use is permitted in this zone, so no Council action will be needed.

Counselor Schwiesow reminded Council of its obligation to consider quasi-judicial issues solely on evidence presented at the appropriate hearing. The proposed RV park may arise to an annexation or other land use issue. Because there is no application yet submitted, Council members may speak freely with citizens. However, once an application is received, it becomes a quasi-judicial matter before Council and at that time, Council members should then refrain from ex-parte communications with citizens. Further, any conversations that occurred prior to application should not be considered.

Ms. Egbert:

- Conveyed a request from the Rio Grande Inter-Basin Roundtable to appoint Charlie Griego as representative for the towns in Alamosa County. She cautioned that Council may not have authority or desire to appoint representation outside of the City. Council directed Ms. Egbert to submit a letter appointing Charlie Griego as representative for the City of Alamosa.
- Requested a date for a special meeting to conduct her employment evaluation. Council agreed by consensus to meet on July 31, 2013 at 6:00 p.m.
- Reported on the upcoming election.

COUNCIL COMMENT

Councilor Tuggle:

- Thanked Council for participation on in the July 4 event.
- Confirmed that she is running for reelection.
- Thanked the airport board for air show.

Councilor Griego thanked the Upward Bound group for cemetery clean-up.

Councilor Gillaspie:

- Reported on the upcoming golf tournament July 27
- Thanked Marcia for decorating the parade float
- Asked to be excused for the August 7 meeting.

Councilor Lucero thanked everyone who worked on the July 4 event.

Councilor Johnson thanked staff for accommodating the Sea to Sea cyclists that were re-routed on short notice.

Mayor Rogers:

- Thanked County Commissioners and staff for the July 4 event.
- Reported that an anonymous letter had been received making an unfair accusation about a Councilor. She wanted the person or persons to know that they are uninformed, and she would welcome a personal conversation with them.
- Reported that she will not be seeking reelection at the upcoming election.

Councilor Lucero announced that he will be running for the Mayor's seat.

EXECUTIVE SESSION – Pursuant to CRS 24-6-402(4)(a), the purchase or acquisition of real property; and pursuant to CRS 24-6-402(4)(e) to determine positions on matters subject to negotiations, develop strategies for negotiations, and instruct negotiators.

Councilor Romero moved, seconded by Councilor Tuggle to move into Executive Session (9:25 p.m.) pursuant to CRS 24-6-402(4)(a), for the purchase or acquisition of real property; and pursuant to CRS 24-6-402(4)(e) to determine positions on matters subject to negotiations, develop strategies for negotiations, and instruct negotiators. The motion carried unanimously.

When back in Regular Session, Mayor Rogers affirmed that the Executive Session was held solely for the stated purpose.

ADJOURNMENT. The meeting adjourned immediately following the Executive Session.

Judy A. Egbert, City Clerk

Kathleen J. Rogers, Mayor

ALAMOSA CITY COUNCIL
Monday, July 31, 2013
Minutes of the Meeting

A Special Meeting of the Alamosa City Council was called to order on the above date by Mayor Kathy Rogers at 6:02 p.m. The Pledge of Allegiance was recited. Present at roll call: Mayor Rogers, Councilors Greg Gillaspie, Charles Griego, Rusty Johnson, Marcia Tuggle, Josef Lucero, and Leland Romero. A quorum was declared. Also present: Clerk Judy Egbert.

BUSINESS

A. Executive Session subject to CRS §24-6-402(4)(f) for Personnel Matters – Evaluation of City Clerk

It was moved by Councilor Griego and seconded by Councilor Gillaspie to enter into Executive Session (6:02 p.m.) pursuant to CRS §24-6-402(4)(f) for Personnel Matters to evaluate the City Clerk. The motion carried unanimously.

When back in Regular Session, Mayor Rogers confirmed that the Executive Session was held solely for the stated purpose.

ADJOURNMENT. The meeting adjourned immediately following the Executive Session.

Judy A. Egbert, City Clerk

Kathleen J. Rogers, Mayor

COUNCIL COMMUNICATION

DATE: July 19, 2013	AGENDA NO. VII, C, 1, a	SUBJECT: Annexation Petition, The Peoples Place Addition No. 2
Department Head: Don Koskelin, Public Works		
City Manager: Heather Brooks		
PRESENTED BY: Don Koskelin		

Recommendation: That council pass resolution 16-2013 accepting the annexation petition as being substantially complete and set it for a public hearing on September 18, 2013.

Background: This is the property that the County has been developing over the years just east and south of the City Shops. The County has administrative offices and the Social Services building completed and they are expecting to bring the rest of their offices from their 4th Street location there as well. They are also currently building a new food bank building on the south end of the property off of Independence Drive. This property is currently covered by an IGA between the County and the City that allows them to use up to 10 acre feet of water per year (they are well below that now). The agreement also stipulates that they will be allowed to add sewer and water taps as long as their consumption remains below 10 acre feet. The county paid to extend the water and sewer lines to the property as well as the distribution and collection lines within this property.

Issue Before the Council: Does council wish to accept this petition and set the matter for public hearing?

Alternatives: As long as the petition is in substantial compliance with state statute council has little option but to accept the petition and set the public hearing but is not obligated in any way to annex the property if you feel it is not in the best interests of the City.

Fiscal Impact: There is no financial impact in accepting the petition other than the costs associated with the subsequent public hearing.

Legal Opinion: City Attorney will be present for comment.

Conclusion: This annexation is a logical extension of the development occurring in this area which is becoming more urban in nature and is already served with City utilities.

RESOLUTION NO. 16-2013

A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE OF THE PEOPLES PLACE ADDITION NO. 2 ANNEXATION 2013 PETITION FOR THE ANNEXATION OF A TRACT LOCATED IN THE SE ¼ SECTION 9 TOWNSHIP 37 NORTH, RANGE 10 EAST, NEW MEXICO PRINCIPAL MERIDIAN, ALAMOSA COUNTY, COLORADO; AND SETTING FORTH DETAILS IN REGARDS THERETO; AND SETTING A DATE FOR A PUBLIC HEARING TO CONSIDER SAID PETITION:

WHEREAS, the owners of 100% of the real property included in an area proposed to be annexed, lying generally west of Old Sanford Road and north of Airport Road, Alamosa County, Colorado (which area is described in exhibit A attached hereto and made a part hereof by reference), excluding public streets and alleys and any land owned by the City of Alamosa, have filed a petition for annexation of said area with the City Clerk of the City of Alamosa, Colorado, requesting the City to commence proceedings for the annexation of said area; and

WHEREAS, having received the petition for annexation, the City Council is required under the *Municipal Annexation Act of 1965*, as amended, to determine whether said petition is in substantial compliance with C.R.S. Section 31-12-107 (1), and if so, to follow the procedure set forth in C.R.S. Sections 31-12-108 through 111;

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

1. City Council hereby finds that the petition for annexation has been signed by 100% of the landowners in the area proposed to be excluding public streets and alleys and any land owned by the City of Alamosa.

2. City Council hereby finds that the petition for annexation is in substantial compliance with the requirements of C.R.S. Section 12-31-107(l), as amended.

3. The City Council hereby finds that it has the necessary jurisdiction to proceed with the annexation of said area.

4. The City Council hereby determines that it shall hold a public hearing to determine if the proposed annexation complies with Sections 31-12-104 and 31-12-105, C.R.S., as amended, to establish whether or not said area is eligible for annexation under the *Municipal Annexation Act of 1965*, said hearing to be held at a regular meeting of the City Council on the 17th day of September, 2013, at 7:00 p.m., in the Council Chambers at City Hall, 300 Hunt Avenue, Alamosa, Colorado.

5. The City Clerk is hereby directed to give notice of said public hearing in accordance with the provisions of Section 31-12-108(2), C.R.S., as amended.

6. This resolution shall take effect upon its adoption.

REVIEWED, CONSIDERED, APPROVED, AND ADOPTED, the 7th day of August, 2013.

City of Alamosa, Colorado

By _____
Kathleen J. Rogers, Mayor

Attest: (SEAL)

Judy A. Egbert, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED INTO THE CITY OF ALAMOSA

All of Lots 2 and Lot 3, Peoples Place Division of Land and the Remainder Lot of The Replat of Lot 1 and the Remainder Lot of the People's Place Division of Land and the associated roads, all lying in a fraction of the Southeast Quarter (SEX) of Section 16, Township 37 North, Range 10 East of the New Mexico Principal Meridian, Alamosa County, Colorado, being more particularly described by metes and bounds as follows:

Beginning at a point on the south right of way for Road 9 South (also known as Airport Road), monumented by a recovered 24 " No. 4 Rebar with a 1 " Plastic Cap set by PLS 22583 from which the Southeast Corner of Section 16, a #6 rebar with a 3.25 " aluminum cap set by PE-LS 2281, bears N 89°49'50 " E a distance of 757.50 feet; thence S 89°28'34 " W along the south right of way for Road 9 South a distance of 60.00 feet; thence N 00°31'26 " W a distance of 390.00 feet to the northeast corner of Lot 1 of the Rep/at of Lot 1 and the Remainder Lot of the People's Place Division of Land; thence S 89°28'34 " W along the north line of said Lot 1 a distance of 660.00 feet to the northwest corner of said Lot 1; thence S 00°31'26 " E a distance of 390.00 feet to a point on the south right of way for Road 9 South; thence S 89°28'34 " W along said south right of way a distance of 778.95 feet to a point on the east right of way for the Denver & Rio Grande Western Railroad; thence N 22°51'17 " E along said east right of way a distance of 1488.44 feet to the southwest corner of Tract 1 of the Carpenter Division of Land; thence S 89°45'22 " E along the south line of the Carpenter Division of Land a distance of 834.54 feet to a point on the east right way of an unnamed road; thence S 00°38'50 " E along said east right of way a distance of 341.88 feet to a point on the north right of way for Independence Way; thence along said north right of way for the following five {5} courses;

- 1. thence following the arc of a curve to the left (Curve Data: Radius= 50.00 feet; Central Angle= 64°26'43 " Chord Bearing= S 32°52'12 " E; Chord Length= 53.32 feet) a distance of 56.24 feet;*
- 2. thence following the arc of a curve to the right (Curve Data: Radius = 430.00 feet; Central Angle = 19°34'08 " Chord Bearing= S 55°18'30 " E; Chord Length = 146.15 feet) a distance of 146.86 feet;*
- 3. thence S 45°31'26 " E a distance of 133.76;*
- 4. thence following the arc of a curve to the left (Curve Data: Radius= 370.00 feet; Central Angle= 45°00'00 " ; Chord Bearing= S 68°01'26 " E; Chord Length= 283.19 feet) a distance of 290.60 feet;*
- 5. thence N 89°28'34 " E along a distance of 273.36 feet to a point on the west right of way for South 109 Road (also known as Sanford Highway);*
thence S 00°42'39 " E along said west right of way a distance of 60.00 feet to a point on the south right of way line of Independence Way; thence along the said south right of way for the following six {6} courses;
 - 1. thence S 89°28'34 " W a distance of 273.55 feet;*
 - 2. thence following the arc of a curve to the right (Curve Data: Radius = 430.00 feet; Central Angle = 15°12'47 " ; Chord Bearing= N 8r55'02 " W; Chord Length= 113.84 feet) a distance of 114.17 feet to the northeast corner of Lot 1, the Peoples Place Addition No. 1;*
 - 3. thence following the arc of a curve to the right (Curve Data: Radius= 430.00 feet; Central Angle= 29°47'13 " Chord Bearing= N 60°25'02 " W; Chord Length= 221.04 feet) a distance of 223.55 feet;*
 - 4. thence N 45°31'26 " W a distance of 133.76;*
 - 5. thence following the arc of a curve to the left (Curve Data: Radius= 370.00 feet; Central Angle= 13°16'23 " Chord Bearing= N 52°09'37 " W; Chord Length = 85.52 feet) a distance of 85.71 feet;*

6. thence following the arc of a curve to the left transitioning into the east right of way for the aforementioned unnamed road {Curve Data: Radius= 25.00 feet; Central Angle= 121°51'02" Chord Bearing = 5 60°16'41" W; Chord Length = 43.70 feet) a distance of 53.17 feet; thence along said east right of way for the following five {5} courses;

1. thence 5 00°38'50" E a distance of 184.46 feet;

2. thence following the arc of a curve to the left (Curve Data: Radius= 170.00 feet; Central Angle= 21°04'45" Chord Bearing= 5 11°11'13" E; Chord Length= 62.19 feet) a distance of 62.54 feet;

3. thence 5 21°43'35" E a distance of 125.45 feet;

4. thence following the arc of a curve to the right {Curve Data: Radius= 230.00 feet; Central Angle= 21°12'09" Chord Bearing= 5 11°07'31" E; Chord Length= 84.63 feet) a distance of 85.11 feet

5. thence 5 00°31'26" E a distance of 367.48 feet to a point on the north right of way for Road 9 South; thence 5 00°31'19" E a distance of 60.00 feet

to the Point of Beginning, containing 31.61 acres, more or less. This tract is subject to any and all existing easements and/or rights of way of whatsoever nature.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that the undersigned "PETITIONER" in accordance with the Municipal Annexation Act of 1932 (Article 12, Chapter 31, C.R.S., as amended) hereby petition the City Council of the City of Alamosa, Colorado, for annexation to the City of Alamosa, all of Lots 2 and Lot 3, Peoples Place Division of Land and the Remainder Lot of The Replat of Lot 1 and the Remainder Lot of the Peoples Place Division of Land and the associated roads, all lying in a fraction of the Southeast Quarter (SE $\frac{1}{4}$) of Section 16, Township 37 North, Range 10 East of the New Mexico Principal Meridian, Alamosa County, Colorado, being more particularly described by metes and bounds as follows:

Beginning at a point on the south right of way for Road 9 South (also known as Airport Road), monumented by a recovered 24" No. 4 Rebar with a 1" Plastic Cap set by PLS 22583 from which the Southeast Corner of Section 16, a #6 rebar with a 3.25" aluminum cap set by PE-LS 2281, bears N 89°49'50" E a distance of 757.50 feet; thence S 89°28'34" W along the south right of way for Road 9 South a distance of 60.00 feet; thence N 00°31'26" W a distance of 390.00 feet to the northeast corner of Lot 1 of the Replat of Lot 1 and the Remainder Lot of the Peoples Place Division of Land; thence S 89°28'34" W along the north line of said Lot 1 a distance of 660.00 feet to the northwest corner of said Lot 1; thence S 00°31'26" E a distance of 390.00 feet to a point on the south right of way for Road 9 South; thence S 89°28'34" W along said south right of way a distance of 778.95 feet to a point on the east right of way for the Denver & Rio Grande Western Railroad; thence N 22°51'17" E along said east right of way a distance of 1488.44 feet to the southwest corner of Tract 1 of the Carpenter Division of Land; thence S 89°45'22" E along the south line of the Carpenter Division of Land a distance of 834.54 feet to a point on the east right of way of an unnamed road; thence S 00°38'50" E along said east right of way a distance of 341.88 feet to a point on the north right of way for Independence Way; thence along said north right of way for the following five (5) courses;

1. thence following the arc of a curve to the left (Curve Data: Radius = 50.00 feet; Central Angle = 64°26'43"; Chord Bearing = S 32°52'12" E; Chord Length = 53.32 feet) a distance of 56.24 feet;
2. thence following the arc of a curve to the right (Curve Data: Radius = 430.00 feet; Central Angle = 19°34'08"; Chord Bearing = S 55°18'30" E; Chord Length = 146.15 feet) a distance of 146.86 feet;
3. thence S 45°31'26" E a distance of 133.76;
4. thence following the arc of a curve to the left (Curve Data: Radius = 370.00 feet; Central Angle = 45°00'00"; Chord Bearing = S 68°01'26" E; Chord Length = 283.19 feet) a distance of 290.60 feet;
5. thence N 89°28'34" E along a distance of 273.36 feet to a point on the west right of way for South 109 Road (also known as Sanford Highway);

thence S 00°42'39" E along said west right of way a distance of 60.00 feet to a point on the south right of way line of Independence Way; thence along the said south right of way for the following six (6) courses;

1. thence S 89°28'34" W a distance of 273.55 feet;
2. thence following the arc of a curve to the right (Curve Data: Radius = 430.00 feet; Central Angle = 15°12'47"; Chord Bearing = N 82°55'02" W; Chord Length = 113.84 feet) a distance of 114.17 feet to the northeast corner of Lot 1, the Peoples Place Addition No. 1;
3. thence following the arc of a curve to the right (Curve Data: Radius = 430.00 feet; Central Angle = 29°47'13"; Chord Bearing = N 60°25'02" W; Chord Length = 221.04 feet) a distance of 223.55 feet;
4. thence N 45°31'26" W a distance of 133.76;
5. thence following the arc of a curve to the left (Curve Data: Radius = 370.00 feet; Central Angle = 13°16'23"; Chord Bearing = N 52°09'37" W; Chord Length = 85.52 feet) a distance of 85.71 feet;
6. thence following the arc of a curve to the left transitioning into the east right of way for the aforementioned unnamed road (Curve Data: Radius = 25.00 feet; Central Angle = 121°51'02"; Chord Bearing = S 60°16'41" W; Chord Length = 43.70 feet) a distance of 53.17 feet; thence along said east right of way for the following five (5) courses;

1. thence S 00°38'50" E a distance of 184.46 feet;
2. thence following the arc of a curve to the left (Curve Data: Radius = 170.00 feet; Central Angle = 21°04'45"; Chord Bearing = S 11°11'13" E; Chord Length = 62.19 feet) a distance of 62.54 feet;
3. thence S 21°43'35" E a distance of 125.45 feet;
4. thence following the arc of a curve to the right (Curve Data: Radius = 230.00 feet; Central Angle = 21°12'09"; Chord Bearing = S 11°07'31" E; Chord Length = 84.63 feet) a distance of 85.11 feet;
5. thence S 00°31'26" E a distance of 367.48 feet to a point on the north right of way for Road 9 South; thence S 00°31'19" E a distance of 60.00 feet to the Point of Beginning, containing 31.61 acres, more or less. This tract is subject to any and all existing easements and/or rights of way of whatsoever nature.

FURTHER THAT they have caused said annexed property to be laid out as the PEOPLES PLACE ADDITION No. 2.

Signed: _____ Attest: _____
Chairman: Alamosa County Board of Commissioners Clerk: Alamosa County Board of Commissioners

ACKNOWLEDGEMENT

STATE OF COLORADO }
COUNTY OF ALAMOSA } SS

The foregoing was acknowledged before me this _____ day of _____,

2013, by _____, as Chairman of the Alamosa County Board of

Commissioners and _____ as Clerk of the Alamosa County Board of

Commissioners. Witness my hand and seal. My commission expires _____.

Signed: _____
Notary Public

ACCEPTANCE OF ANNEXATION

The Annexation as shown on this plat is hereby accepted and approved

by the City of Alamosa on this _____ day of _____, 2013.

SIGNED: _____ ATTEST: _____
Mayor City Clerk

CLERK AND RECORDER'S CERTIFICATE

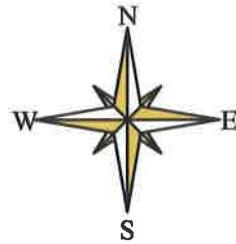
STATE OF COLORADO }
COUNTY OF ALAMOSA } SS

I hereby certify that this instrument was filed in my office at _____ O'Clock, _____ M,

the _____ day of _____, 2013, and is duly recorded under Reception

No. _____, and is Filed In Plat Cabinet _____, Map No. _____.

SIGNED: _____
Recorder



BEARING BASIS

All bearings are based on the plat of the Peoples Place Division of Land, recorded under Reception No. 298411 in the office of the Alamosa County Clerk and Recorder, and are reference to the east line of the railroad right of way with a bearing of N 22°51'17" E, monumented as shown herein.

GRAPHIC SCALE

0 25 50 75 100 150 200 400

(In Feet)

1 inch = 100 ft.

THE PEOPLES PLACE ADDITION No. 2

TO THE CITY OF ALAMOSA, LOCATED IN THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, ALAMOSA COUNTY, COLORADO.



Location Map

Not to Scale

LEGEND

- Recovered No. 4 Rebar with a 1" Plastic Cap Set by PLS 22583
- Recovered No. 4 Rebar with a 1" Plastic Cap Set by PLS 23847
- ▲ Recovered 5/8" Iron Pin Set by PLS 2281
- 24" No. 4 Rebar With a 2" Aluminum Cap, PLS 22583
- ◆ Section or Quarter Section Corner, As Described

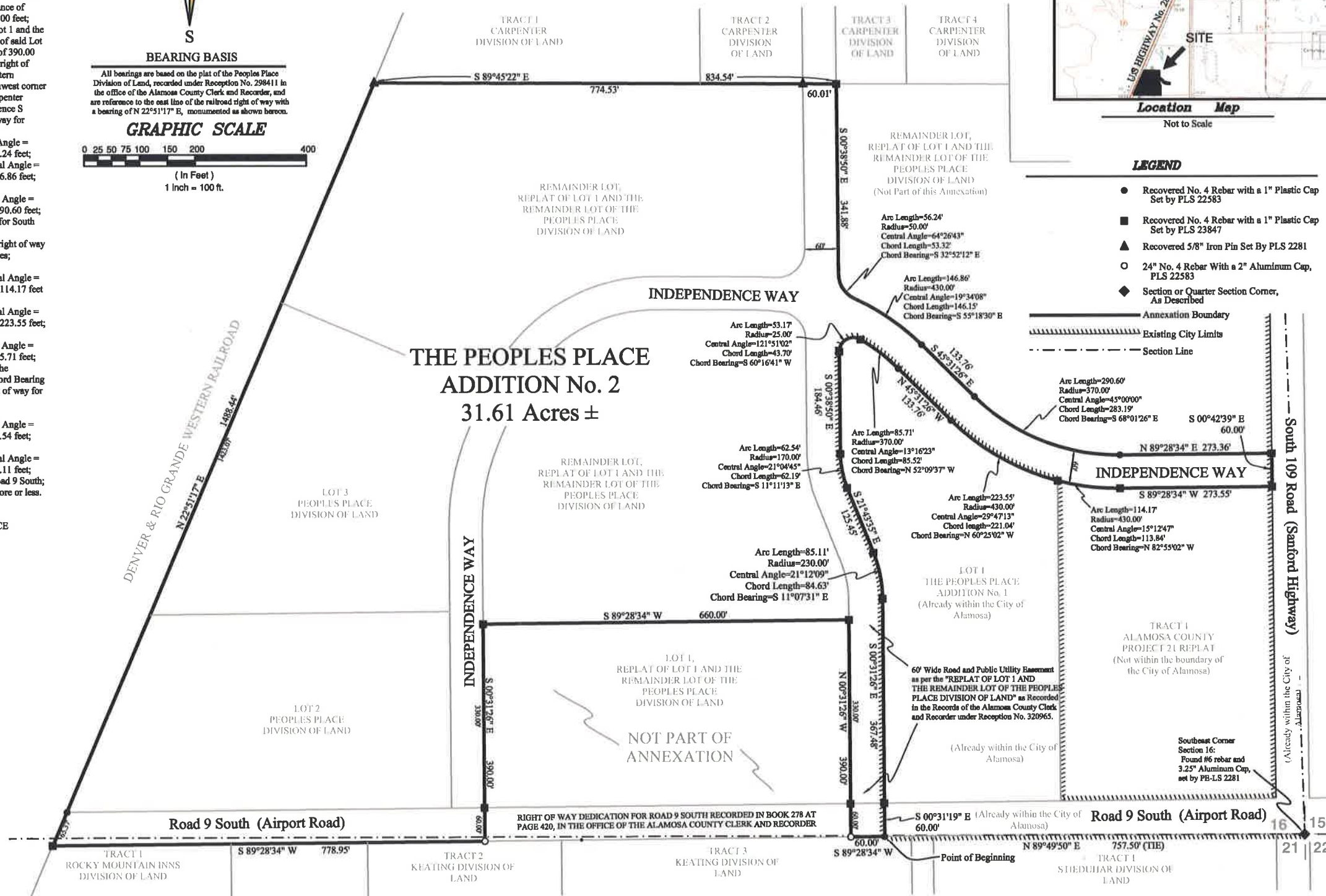
Annexation Boundary

Existing City Limits

Section Line

THE PEOPLES PLACE ADDITION No. 2

31.61 Acres ±



SURVEYOR NOTES

1. This survey does not constitute a title search by Russell Surveyors & Associates, Inc. to determine ownership or easements of record. For all information regarding easements, rights-of-way and ownership Russell Surveyors & Associates, Inc. relied upon, unless otherwise noted, information provided by the client. The record easements disclosed in the above referenced information affecting the subject property and apparent easements identified during the course of this survey that may affect this property are shown hereon.
2. According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
3. This drawing is the property of the surveyor and is not to be reproduced, modified or used for any other project or extension of this project except by express written consent of the surveyor. The surveyor shall not be liable or held responsible for any claims, liability or costs arising out of any reuse or modification of this drawing by others.

SURVEYOR'S STATEMENT

I, Daniel M. Russell, a duly registered land surveyor in the State of Colorado, do hereby state that this plat was prepared from the notes of an actual field survey performed by me or under my direct supervision and is true and correct to the best of my knowledge and belief.

3-26-13
Date

Daniel M. Russell

REQUESTED ZONING = COMMERCIAL BUSINESS (CB)

TOTAL PERIMETER LENGTH OF ANNEXATION = 7673.60 FEET
CONTIGUOUS WITH EXISTING CITY LIMITS OF ALAMOSA = 1141.23 FEET
PARCEL IS 18.78 % CONTIGUOUS



RUSSELL SURVEYORS & ASSOCIATES, INC.
6820 S. Hwy. 17, ALAMOSA, COLORADO 81101
(P) 719/587-3630 (F) 719/587-3632

THE PEOPLES PLACE ADDITION No. 2
TO THE CITY OF ALAMOSA, LOCATED IN THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, ALAMOSA COUNTY, COLORADO.

SHEET NUMBER
1 OF 1

DRAWN: JES
CHECKED: DMR
DATE: 3-26-13
DRAWING NAME:
PEOPLES PLACE ANNEX. No. 2

CLIENT:
ALAMOSA COUNTY

REVISIONS:

JOB NUMBER
R01265

COUNCIL COMMUNICATION

DATE: July 19, 2013	AGENDA NO. VII, C, 1, b	SUBJECT: Public Hearing on Ordinance 11 regarding IGA Providing Sewer and Water Taps for Alamosa County TFAP
Department Head: Public Works Don Koskelin		
City Manager: Heather Brooks		
PRESENTED BY: Don Koskelin		

Recommendation: Conduct the public hearing and approve the IGA and ordinance 11-2013 if appropriate. This IGA provides water and sewer taps to the Alamosa County Emergency Food Assistance Program (TFAP) without charging plant investment fees for those taps.

Background: Alamosa County TFAP is constructing a new building at 8735 Independence Drive. TFAP provides quarterly food distribution to low and moderate income families within the county and has functioned from a number of different facilities and locations through the years. The facility will have minimal restroom facilities and a small staff at this location so the load to the sewer and water lines will be negligible. The county installed the water distribution and sewer collection lines in this area and so does not have to pay the tapping fee per Section 20-30 (d) and 20-10 (c). They would normally be charged \$1,000 and \$500 respectively for water and sewer plant investment fees. Much of this new facility is being constructed with in-house and donated services and materials. Alamosa County has asked that the City waive the water and sewer plant investment fees for this building to help them meet their mission to provide nutritional assistance to those of limited income. Since this requires an Intergovernmental Agreement (IGA) between the county and the city, the IGA will have to be approved by ordinance.

Issue Before the Council: Does council wish to provide the sewer and water services to the Alamosa TFAP at no cost?

Alternatives: Council can conduct the hearing and approve the IGA by ordinance, approve with amendments, or decline approval the IGA.

Fiscal Impact: There will be limited financial impact. The limited use of the facility will not impose any significant impact on existing treatment, distribution, or collection facilities.

Legal Opinion: City Attorney will be present for comment.

Conclusion: The Alamosa County TFAP provides important nutritional assistance to all county residents, including those who live within City limits.

ORDINANCE NO. 11 - 2013

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH ALAMOS A COUNTY FOR MUTUAL AID IN THE PROVISION OF EMERGENCY FOOD ASSISTANCE

WHEREAS, Alamosa County operates a program called the Alamosa County Emergency food assistance program ("TFAP"). TFAP provides quarterly food distribution to low and moderate income families within the county and has functioned from a number of different facilities and locations through the years ; and

WHEREAS, Alamosa County TFAP is constructing a new building at 8735 Independence Drive. The facility will have minimal restroom facilities and a small staff at this location so the load to the sewer and water lines will be negligible.

WHEREAS The county installed the water distribution and sewer collection lines in this area and so does not have to pay the tapping fee per Section 20-30 (d) and 20-10 (c) of the *Code of Ordinances of Alamosa, Colorado*. The County would, however, normally be charged \$1,000 and \$500 respectively for water and sewer plant investment fees.

WHEREAS Alamosa County has asked that the City waive the water and sewer plant investment fees for this building to help them meet their mission to provide nutritional assistance to those of limited income both within the City of Alamosa and broader Alamosa County; and

WHEREAS: the City and County have determined that the provision of such services is vital to the welfare of the citizens of both the City and the County;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Alamosa as follows:

Section 1. Approval of Intergovernmental Agreement. The Intergovernmental Agreement attached to this Ordinance is hereby adopted and approved, and the Mayor and Chief of Police are directed to execute the Agreement on behalf of the City of Alamosa and the Alamosa Fire Department.

Section 2. General Repealer. All other acts, orders, ordinances, resolutions, or portions thereof in conflict with the sections adopted in this Ordinance, are hereby repealed to the extent of such conflict.

Section 3. Recording and Authentication. This ordinance, immediately upon its passage, shall be authenticated by the signatures of the Mayor and City Clerk, recorded in the City book of Ordinances kept for that purposes, and published according to law.

Section 4. Publication and Effective Date. This ordinance shall take effect ten (10) days after publication following final passage. Publication both before and after final passage

shall be by the title of this ordinance, which Council determines constitutes a sufficient summary of the ordinance, together with the statement that the full text of the ordinance is available for public inspection and acquisition on the City's website and in the office of the City Clerk.

Section 5. Declaration of Public Interest. This ordinance is necessary to preserve the peace, health, safety, welfare, and to serve the best interest of the citizens of the City of Alamosa, Colorado.

INTRODUCED, READ AND APPROVED on first reading the 17th day of July 2013, and ordered published by title and reference as provided by law with notice of a public hearing to be held for consideration of the adoption of said ordinance on the 7th day of August 2013, at 7:00 p.m., or as soon thereafter as the matter may be heard, or on such subsequent date to which the public hearing or Council consideration may be continued.

APPROVED, AND ADOPTED after public hearing the 7th day of August 2013.

CITY OF ALAMOSA

By _____
Kathleen Rogers, Mayor

ATTEST:

Judy A. Egbert, City Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF ALAMOSA,
COLORADO AND COUNTY OF ALAMOSA, COLORADO**

**FOR WAIVER OF PLANT INVESTMENT FEES FOR FACILITY USED IN THE
PROVISION OF EMERGENCY FOOD ASSISTANCE**

THIS AGREEMENT, made and entered in to this day of , 2013, by and between the City of Alamosa, Colorado, a Colorado home-rule city, hereinafter called the "City", party of the first part, and the County of Alamosa, Colorado, hereinafter called the "County", party of the second part.

WITNESSETH:

THAT WHEREAS, Alamosa County operates a program called the Alamosa County Emergency food assistance program ("TFAP"). TFAP provides quarterly food distribution to low and moderate income families within the county and has functioned from a number of different facilities and locations through the years ; and

WHEREAS, Alamosa County TFAP is constructing a new building at 8735 Independence Drive. The facility will have minimal restroom facilities and a small staff at this location so the load to the sewer and water lines will be negligible.

WHEREAS The county installed the water distribution and sewer collection lines in this area and so does not have to pay the tapping fee per Section 20-30 (d) and 20-10 (c) of the *Code of Ordinances of Alamosa, Colorado*. The County would, however, normally be charged \$1,000 and \$500 respectively for water and sewer plant investment fees.

WHEREAS Alamosa County has asked that the City waive the water and sewer plant investment fees for this building to help them meet their mission to provide nutritional assistance to those of limited income both within the City of Alamosa and broader Alamosa County; and

WHEREAS: the City and County have determined that the provision of such services is vital to the welfare of the citizens of both the City and the County;

NOW, THEREFORE, the City agrees to waive water and sewer plant investment fees for the new building at 8735 Independence Drive, and the County agrees to use the building for operation of its program called the Alamosa County Emergency food assistance program ("TFAP") for at least the next three years.

SEPARATION OF POWERS PRESERVED

This Agreement shall be construed to give neither the City any rights in the governance of the County or its inhabitants, nor give the County any rights in the governance of the City or its inhabitants.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the City of Alamosa by the Mayor for the City after the approval by the City's Council on the _____ day of _____ 2013, and by the Board of County Commissioners of Alamosa County, acting by and through its Chairperson, on the ____ day of _____, 2013.

CITY OF ALAMOSA

Kathleen J. Rogers, Mayor

ATTEST:

Judy A. Egbert, City Clerk

COUNTY OF ALAMOSA

Darius Allen, Chair

Seal

Secretary

COUNCIL COMMUNICATION

DATE: August 1, 2013		AGENDA NO. VII. C. 4. a.	SUBJECT: Award of Bid – Carroll Park Tennis Court Resurfacing
Department Head: 			
Parks & Rec/Library		Heinz Bergann	
City Manager:			
Heather Brooks			
PRESENTED BY: Heinz Bergann			

Recommendation: That Council approves the award to Evergreen Tennis Courts, Inc. in the amount of \$25,075.00 for resurfacing the Carroll Park tennis courts.

Background: As part of the Capital Improvement Plan, the tennis courts at Carroll Park were selected to be resurfaced in 2013 due to the asphalt top layer failing. This deterioration is compromising player safety. Staff released an Invitation for Bids and received four bids as shown below:

<u>Vendor</u>	<u>Resurface</u>	<u>Shot Blast or Diamond Grind*</u>	<u>Total</u>
Evergreen Tennis Courts	\$19,675	\$5,400	\$25,075
All Seasons Tennis Courts	\$18,600	\$9,120*	\$27,720
Renner Sports	\$20,636	\$13,180	\$33,816
Coatings, Inc.	\$19,600	\$15,550	\$35,150

Issue Before the Council: Does Council wish to award the resurfacing contract to Evergreen Tennis Courts as the lowest responsive and responsible bidder?

Alternatives: While Council is free to select or develop any number of alternatives, those listed below are examples.

1. Award the tennis court resurfacing contract to Evergreen Tennis Courts in the amount of \$25,075.
2. Award the bid to one of the other firms.
3. Not award the bid and provide staff with further direction.

Fiscal Impact: \$20,000 was the amount budgeted for this project in 2012 for FY2013. One critical aspect staff was unaware of was each vendor's requirement for the exposed concrete to be perfectly clean prior to applying the resurfacing products. This became very apparent after our test removal at Boyd Park. The two approved methods are shot blasting or diamond grinding. Without proper prep work, none of the vendors will honor their guarantee. Because of this critical step in the resurfacing process, the project is \$5,075 over budget. Staff has identified three possible funding sources for the overage: Community Recreation reserves, possible \$2,000 savings after replacing the Carroll Park basketball court, and possible savings from remodeling the Zapata restrooms.

Legal Opinion: City Attorney will be present if there are any legal questions regarding this action.

Conclusion: In addition to improving the look of the City of Alamosa, the resurfacing project will also address safety concerns and add years to the life of the concrete tennis courts.

COUNCIL COMMUNICATION

DATE: August 1, 2013	AGENDA NO. VII. C. 4. b.	SUBJECT: Discussion - Park Name
Department Head: 		
Parks & Rec/Library	Heinz Bergann	
City Manager:		
	Heather Brooks	
PRESENTED BY:	Heinz Bergann	

Recommendation: Council accepts one of the top six suggested names for the new park.

Background:

The idea of designating the disc golf course area as a city park has been tossed around since its opening. With the trails site master plan recently being completed, the next course of action would be to look at construction. Staff has confirmed with GOCO that their funding for trails through their “Local Parks and Outdoor Recreation” grants are limited to those located in designated parks. The current maximum amount the City would be eligible for through a LPOR grant is \$350,000.

Specifics of the proposed park:

- Includes fenced-in area, access road, disc golf course, and open space encompassing 109 acres (see map on a Attachment 1). This would be the City’s largest park. The park area has a very good possibility of increasing in size when the full cross-country course is constructed.
- Entire initial area has been removed from the ranching operation - most areas for over ten years.
- Recreational uses:
 - Walking trails
 - Future cross-country course
 - Wildlife viewing
 - Disc Golf
- Zoning
 - Property located within city limits
 - Zoned “Agricultural” - same zoning for our current parks and recreational facilities

The Rec Advisory Board at their December 13, 2012 meeting unanimously expressed their support of staff pursuing with City Council the prospect of establishing a new city park at the disc golf area. Council concurred with those findings earlier this year. The process includes abiding by Resolution 24-2009, “Naming of City Owned Facilities Including Parks and Open Space Areas”.

Procedures for naming City facilities have been developed to help guide City Council, boards, and the public through the process. From the naming policy:

Section 1.

- A. The naming/renaming of City parks and other City facilities shall be in accordance with the procedures and criteria set forth below. Once adopted, name changes should occur on an exceptional basis only.
- B. The following criteria shall be considered:
 1. Neighborhood or geographical identification;

2. Natural or geological features;
3. Historical or cultural significance;
4. The articulated preference of residents of the neighborhood surrounding the public facility.
5. Facilities may be named for living persons provided they have made a significant contribution of land or money and the donor stipulates naming of the facility as a condition of the donation(s) or when the individual has made an unusually outstanding public service contribution.

C. The following procedures shall be followed for naming/renaming of City parks and other City facilities.

1. If the City Council determines that a City park or other City facility should be named or re-named, the City shall solicit suggestions for names. All suggestions, whether solicited or independently offered, shall be acknowledged and recorded by the City. The City Council may authorize the Community Recreation Advisory Board to take public input and make a recommendation.
2. Following a review of recommendations, suggestions, and public comments, the City Council shall determine the name for City parks and other City facilities.

Since that time, staff has solicited names from the public for this new park. Staff received 13 suggestions. Due to the short turn-a-round, the Rec Advisory Board was emailed the list of suggested names. Feedback from board members did not reveal a clear favorite. The top six popular names in alphabetical order were:

- | | |
|------------------------------------|-----------------------|
| • Cottonwood Park | • Quentin Garcia Park |
| • Endurance Park | • Riverside Park |
| • Oxbow Recreation Area/Oxbow Park | • Riverside Commons |

Attachment 2 summarizes all submitted name suggestions received from the public. If Council agrees upon a name for the new park at this meeting, staff will prepare a formal resolution for your next August meeting.

Issue Before the Council: Does Council wish to choose a name for the new park?

Alternatives: While Council is free to select or develop any number of alternatives, those listed below are examples.

1. Accept one of the top six suggested names for the new park.
2. Choose another suggested name.
3. Decline to act at this time and give staff further direction.

Fiscal Impact: Other than signage, the name change by itself does not add any major additional expenses.

Legal Opinion: City Attorney will be present if there are any legal questions regarding this action.

Conclusion: A highly effective method of protecting city owned property is to designate it as a city park. This area has been used by the citizens of Alamosa as a recreational area ever since cattle were prohibited from grazing on it. This is the opportune time to designate this former piece of ranch property as a city park and also make it eligible to receive GOCO funding to expand recreational opportunities.

NEW CITY PARK MAP



Oxbow Area Naming Suggestions

1. **Name:** Alamosa Parkland (1 entry)
Reason: Alamosa – a Spanish adjective for “of cottonwoods”; parkland – defined as a wooded or verdant land for recreational use by the public. A park located in Alamosa, abundant with cottonwoods, intended for recreational use by the public.
2. **Name:** Cottonwood Promenade (1 entry)
Reason: Named for the abundance of cottonwoods in the area; promenade by definition is an area used for taking a stroll or walking. Best describes the intended use for the property – laid back, leisure activities.
3. **Name:** Riverside Commons (1 entry)
Reason: A good portion of the property is river-side; a commons is defined as belonging equally to or shared alike by 2 or more. It is a commonplace to be shared by all Alamosans alike.
4. **Name:** Griffen Park (1 entry)
Reason: When I visited this park in California, it was the best park I ever been to.
5. **Name:** Verde Park (1 entry)
Reason: Verde = Green. The amount of cottonwoods on the property.
6. **Name:** Blanca Peak City Park (1 entry)
Reason: The inspiration from this name was derived from gazing upon beautiful Blanca Peak from the open-space area outside of Alamosa Parks & Rec. Blanca is the geographical monument of the valley, and thus its significance is great and immeasurable. The name is simple but poignant.
7. **Name:** Alamosa Park and Environment eXperience (APEX) (1 entry)
Reason: The City should recognize the multitude of opportunities and events the new park complex can accommodate. This beautiful rural setting so close to the largest urban area in the San Luis Valley needs a moniker that easily distinguishes its unique nature. Expansive views of the Sangre de Cristo Mountains abound amidst the cottonwood and grass environment bordering the Rio Grande. For decades to come, visitors, competitors and spectators will likely applaud this crown jewel of venues with "that's my favorite course, anywhere!" This park will be the apex of the City's extensive park system. The outdoor recreational opportunities at APEX are nearly limitless!
8. **Name:** Riverside Park (1 entry)
Reason: I decided on the name Riverside Park, because of the close proximity to the Rio Grande. The park is next to the actual river (Rio Grande) hence "riverside." Also, because North River Road is very near the area of the park being named. It just makes sense to keep the trend going in that area with the word river. Therefore, Riverside Park seems to be a suitable fit.
9. **Name:** Oxbow Recreation Area/Oxbow Park (1 entry)
Reason: Due to the geographical area and the diverse activities that will be going on in the area.
10. **Name:** Endurance Park (1 entry)
Reason: Running, golfing... they all take endurance right? What better name then Endurance Park? We play disc golf there all the time. It's fun and relaxing and provides strength and endurance training at your own pace.

11. **Name:** Ralph Outcalt Park (1 entry)

Reason: Mr. Outcalt is not only an Alamosa businessman; he is a philanthropist, conservationist, and generous community member. He has donated his time, land, buildings, and has made monetary donations to the City and County of Alamosa, as well the Valley as a whole. He has served on numerous boards throughout his lifetime and as has been a supporter of many. Although he is probably one of the wealthiest residents of Alamosa, he is also one of the most down-to-earth, humble, kind, and generous. He gives from his heart and for the betterment of the community, not for recognition. I think naming the park after Mr. Outcalt would be a small way for Alamosa to give back and thank him for his many contributions to our City, County and Valley.

12. **Name:** Cottonwood Park (2 entries)

Reason #1: The main criterion is the geographical features. "Alamosa" means "Cottonwood" which fits cultural criteria as well. The other main parks in Alamosa are Cole, Carroll and Cattails, so Cottonwood fits in well because of the simplicity and the alliteration. The area is shaded by beautiful Cottonwood trees. Alamosa is a tree city and this highlights that part of the city. It will be the home of a running course and already is an area for hiking, biking, walking, and disc golf. Because of the diversity of the recreational uses, a simple name that describes the natural beauty is a good choice for a name.

Reason #2: During the summer everyone is out enjoying the sun. ALAMOSA is a town that has cottonwood trees around every corner! While the sun is burning down and a breeze picks up it lets loose the cottonwood and the first thought is "it looks like snow falling" how unique it would be to have a park that clashes both the "summer" tree with a "winter" look?!

13. **Name:** Quentin Garcia Park (Quentin Garcia Park at the Ranch) (Quentin Garcia Park/Ranch)
(107 entries)

Reason:

- 1) Lifetime resident - 16 years involved as a City Councilor. Was a community leader.
- 2) Helped to unite City – all 4 wards. Helped shape City when City was divided (south side vs. north side). Improved Alamosa – all of Alamosa.
- 3) Involved in building present parks. Made sure there was a park in every ward.
- 4) US Marine Veteran. Protected our way of life in the USA in the service of our country!
- 5) Helped get support buying ranch.
- 6) Role model for young people.
- 7) Proud person to represent our City – legacy of Alamosa City.

COUNCIL COMMUNICATION

DATE: July 29, 2013	AGENDA NO. VII. C.7. c.	SUBJECT: First Reading Ordinance No. 12, 2013, An Ordinance Approving An IGA with Alamosa County For Conduct of the November 5, 2013 Coordinated Election
Department Head: Judy A. Egbert, City Clerk		
City Manager: Heather Brooks		
PRESENTED BY: Judy Egbert		

Recommendation

Introduce the ordinance on first reading and set a public hearing for Wednesday August 21, 2013.

Background

Since the inception of Coordinated Elections in 1993, the City has coordinated its Regular Election with Alamosa County. This IGA specifies the responsibilities for each party in conducting the election. The terms of the IGA are the same as in past elections.

Issue Before the Council

Does Council wish to enter into the IGA with Alamosa County to conduct the November 5, 2013 coordinated election?

Alternatives

1. Introduce the ordinance on first reading and set a public hearing for August 21, 2013.
2. Do not introduce the ordinance and take no action. The result of this alternative would be to require conducting an independent polling place election on the same day as the County's mail ballot election. Because the City does not possess the necessary equipment to conduct an independent election and Alamosa County's equipment would be in use on the same day, this option would require an extremely high financial investment in order to secure equipment, if in fact such equipment could even be located.

Fiscal Impact

Conduct of a coordinated election is accommodated in the 2013 budget. Conduct of a stand-alone polling place election is not. The estimated costs for the coordinated election is less than budgeted, due to the number of participating entities. The absence of a TABOR issue also reduces the cost.

Legal Opinion

Counselor Schwiesow has reviewed the IGA, and will be available at the meeting if needed.

Conclusion

Coordinated elections have proven to be convenient for the voter and have increased voter turnout. Adopting this IGA will continue the history the City has had in conducting its elections in this manner.

ORDINANCE NO. 12, 2013

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH ALAMOSA COUNTY FOR CONDUCT OF THE NOVEMBER 5, 2013 COORDINATED ELECTION

WHEREAS, the City Council has determined that it is in the best interest of the City to conduct a coordinated election pursuant to the Uniform Election Code of 1992 for the election scheduled for November 5, 2013 and has adopted Resolution No. 13, 2013 formalizing that decision; and

WHEREAS, an Intergovernmental Agreement is required pursuant to CRS 1-7-116(2) to specify the duties and responsibilities in conducting a coordinated election;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Alamosa as follows:

Section 1. Approval of Intergovernmental Agreement. The Intergovernmental Agreement attached to this Ordinance is hereby adopted and approved, and the Mayor is directed to execute the Agreement on behalf of the City of Alamosa.

Section 2. General Repealer. All other acts, orders, ordinances, resolutions, or portions thereof in conflict with the sections adopted in this Ordinance, are hereby repealed to the extent of such conflict.

Section 3. Recording and Authentication. This ordinance, immediately upon its passage, shall be authenticated by the signatures of the Mayor and City Clerk, recorded in the City book of Ordinances kept for that purposes, and published according to law.

Section 4. Publication and Effective Date. This ordinance shall take effect ten (10) days after publication following final passage. Publication both before and after final passage shall be by the title of this ordinance, which Council determines constitutes a sufficient summary of the ordinance, together with the statement that the full text of the ordinance is available for public inspection and acquisition on the City's website and in the office of the City Clerk.

Section 5. Declaration of Public Interest. This ordinance is necessary to preserve the peace, health, safety, welfare, and to serve the best interest of the citizens of the City of Alamosa, Colorado.

INTRODUCED, READ AND APPROVED on first reading the 7th day of August 2013, and ordered published by title and reference as provided by law with notice of a public hearing to be held for consideration of the adoption of said ordinance on the 21st day of August 2013, at 7:00 p.m., or as soon thereafter as the matter may be heard, or on such subsequent date to which the public hearing or Council consideration may be continued.

APPROVED, AND ADOPTED after public hearing the 21st day of August 2013.

CITY OF ALAMOSA

By _____
Kathleen Rogers, Mayor

ATTEST:

Judy A. Egbert, City Clerk

INTERGOVERNMENTAL AGREEMENT FOR COORDINATED ELECTION

This Intergovernmental Agreement concerning responsibilities for the November 5, 2013, Election is entered into by the Alamosa County Clerk and Recorder, hereafter referred to as "County Clerk" and the City of Alamosa, a Municipal Corporation of the State of Colorado, hereafter referred to as "City", collectively as the "Parties". The Parties agree to cooperate and contract for the purpose of conducting the 2013 Coordinated Election.

WITNESSETH

WHEREAS, pursuant to C.R.S. §1-7-116(2), as amended, the County Clerk and the City shall enter into an agreement for the administration of their respective duties concerning the conduct of the coordinated election to be held on November 5, 2013 ("Election"); and

WHEREAS, the County Clerk and the City are authorized to conduct elections as provided by law;

WHEREAS, the County Clerk will conduct the Election as a "Mail ballot election" as such term is defined in the Uniform Election Code of 1992, C.R.S. Title 1, as amended ("Code") and the current Colorado Secretary of State Election Rules, as amended ("Rules");

WHEREAS, the City has certain ballot race(s), ballot issue(s) and/or ballot question(s) to present to its eligible electors and shall participate in this Election; and

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, the County Clerk and the City agree as follows:

ARTICLE I PURPOSE AND GENERAL MATTERS

A. Goal.

The purpose of this Agreement is to set forth the respective tasks in order to conduct the Election and to allocate the cost thereof.

B. Coordinated Election Official.

The County Clerk shall act as the "Coordinated Election Official" ("CEO") in accordance with the Code and Rules and shall conduct the Election for the City.

The County Clerk, Melanie Woodward, whose telephone number is 719-589-6681, is the "Contact Officer", to act as the primary liaison between the County Clerk and the City. The Contact Officer shall have primary responsibility for the coordination of the Election with the City.

C. Designated Election Official.

The City designates _____ as its "Designated Election Official" ("DEO") to act as primary liaison between the City and the Contact Officer. The DEO shall have primary responsibility for Election procedures to be handled by the City. The DEO shall act as the "designated election official" in accordance with the Code and Rules. The DEO shall be readily available and accessible during regular business hours, and at other times when notified by the Contact Officer in advance, for the purposes of consultation and

decision-making on behalf of the City. In addition, the DEO is responsible for receiving and timely responding to inquiries made by its voters or others interested in the City's election.

D. Jurisdictional Limitation.

The City encompasses territory within Alamosa County, Colorado. This Agreement shall be construed to apply only to that portion of the City situated within Alamosa County.

E. Term.

The term of this Agreement shall be from the date set forth above through December 31, 2013 and shall apply only to the Election.

**ARTICLE II
DUTIES OF THE COUNTY CLERK**

A. Voter Registration.

Supervise, administer and provide necessary facilities and forms for all regular voter registration sites.

B. Ballot Preparation.

1. Layout the text of the ballot in a format that complies with Code and Rules. To avoid ballot space issues, the County Clerk requests each ballot issue and ballot question are not more than 250 words.

2. The County Clerk will assign the letter and/or number of the City's ballot issue(s) or ballot question(s) which will appear on the ballot, and provide this assignment to the City.

3. Provide ballot printing layouts and text for the City's review and signature. If the City fails to provide approval by the required deadline, the content is to be considered approved.

4. Certify the ballot content to the printer(s).

5. Contract for ballots.

C. Voter Lists.

Upon request of the City, create and certify a list of registered voters containing the names and addresses of each elector registered to vote in the City.

D. Election Judges.

Appoint and compensate a sufficient number of election judges.

E. Mail Ballot and Walk-in sites.

1. Provide that mail ballot packets be mailed to every active elector and that the Election shall be conducted in accordance with C.R.S. Title 1, Article 7.5.

2. Conduct mail, accessible, and emergency voting. Coordinate the location of walk-in sites.

3. Obtain and provide all ballots and supplies necessary for mail, accessible and emergency voting together with replacement ballots and affidavits and ballots for property owners who live in another Colorado county.

4. Provide all necessary equipment, forms and supplies to conduct the Election, including electronic voting equipment.

F. Voting Jurisdiction.

Provide the City a street locator file, which lists the street addresses located in the City within the statewide voter registration system. In order for the County Clerk to provide correct ballots to the electors, it is critical that the information contained in the City's locator file be accurate.

G. Election Day Preparation.

1. Provide, no later than ten days before the Election, notice by publication of a mail ballot election in accordance with C.R.S. §1-7.5-107(2.5). Such notice shall satisfy the publication requirement for all entities participating in the election pursuant to C.R.S. §1-5-205(1.4).

2. Prepare and run pre-election logic and accuracy testing and required post-election tests and audits of the voting system in accordance with C.R.S. §1-7-509 and Rules.

3. Provide necessary electronic voting equipment together with personnel and related computer equipment for pre-election logic and accuracy testing and Election Day needs.

4. Conduct post-election audit of voting equipment and vote-counting equipment in accordance with C.R.S. §1-7-509 and Rules.

H. TABOR Notice.

1. If the County Clerk is responsible for preparing a TABOR notice, the County Clerk shall do so in compliance with Article X Section 20 of the Colorado Constitution and any pertinent Code and Rules.

2. Charge the City for all expenses for the preparation, printing, labeling and postage for the TABOR notice. Said expenses shall be pro-rated among all Entities participating in the TABOR notice. Such pro-ration to be based in part upon the number of addresses where one or more active registered voters of the City reside.

3. Coordinate and mail the TABOR notice not less than thirty days prior to the election in compliance with Article X Section 20 of the Colorado Constitution and any pertinent Code and Rules. The County Clerk shall determine the least cost method for mailing the TABOR notice and address the TABOR notice to "All Registered Voters" at each address in Alamosa County where one or more active registered voters of the City reside. Nothing herein shall preclude the County Clerk from sending the TABOR Notice of the City to persons other than electors of the City if such sending arises from the County Clerk's efforts to mail the TABOR Notice at least cost.

I. Counting Ballots.

1. Conduct and oversee the ballot counting process and report the results by City.

2. Establish backup procedures and backup sites for ballot counting should counting equipment and/or building facilities fail. In such event, counting procedures will be moved to a predetermined site.

3. If it is determined that counting must be moved to an established backup site, all related costs shall be paid by the Entities.

J. Certifying Results.

1. Appoint, instruct and oversee the board of canvassers.

2. Certify the results of the City's Election within the time required by law and provide the City with a copy of all Election statements and certificates required under Code.

3. If a recount is called for, conduct a recount in accordance with Code.

K. Recordkeeping.

1. Pursuant to C.R.S. §1-7-802, store all Election records as required.

2. Keep an accurate account of all Election costs.

L. No Expansion of Duties.

Nothing contained in this Agreement is intended to expand the duties of the County Clerk beyond those set forth in Code or Rules.

**ARTICLE III
DUTIES OF THE CITY**

A. Authority.

Provide the County Clerk with a copy of the ordinance or resolution stating that the City will participate in the Election in accordance with the terms and conditions of this Agreement. The ordinance or resolution shall further authorize the presiding officer of the City or other designated person to execute this Agreement.

B. Call and Notice.

1. Publish all notices relative to the Election as required by Code, Rules, the City's Charter and any other statute, rule or regulation.

2. Mail notices pursuant to C.R.S. §1-7-906(2) for active registered electors who do not reside within Alamosa County or counties where the City is located.

C. Voting Jurisdiction.

1. Review the information contained in the street locator file and certify its accuracy, as well as any changes, additions or deletions to the file. It is the City's responsibility to ensure that the information contained in the locator file is an accurate representation of the City's street indexes contained within the City's legal boundaries. The certification of the street locator file shall be made no later than August 27, 2013 at 5:00 p.m. to the County Clerk. If the certification is not provided by the date specified herein, the City may not participate in the Election.

2. Any proposed address not already identified by a tax authority code in the county Assessor's records, shall be provided to the County Clerk with a certified legal description, map and locator, identifying all "high/low" ranges for street addresses within the proposed City, no later than August 27, 2013 at 5:00 p.m. Once the information has been entered in the statewide voter registration system, the DEO shall review the information contained in the street locator file and shall certify its accuracy, as well as any changes, additions or deletions to the file no later than August 30, 2013 at 5:00 p.m. to the County Clerk. If the certification is not provided by the required deadline specified herein, the City may not participate in the Election.

D. Petitions, Preparation and Verification.

Perform all responsibilities required to certify any candidate or initiative petition to the ballot.

E. Ballot Preparation.

1. Be solely responsible for determining whether a ballot race, ballot issue, or ballot question is properly placed before the voters.

2. Pursuant to C.R.S. §1-5-203(3)(a), provide a certified copy of the ballot content (races, issues and questions) by email to mwoodward@alamosacounty.org, at the earliest possible time and in any event no later than sixty days before the election, September 6, 2013 at 5:00 p.m., The ballot content must be certified exactly in the order in which it is to be printed on the ballot pages and sample ballots.

3. The certified list of ballot race(s), ballot issue(s) and/or ballot question(s) submitted by the City shall be final.

4. Proofread and approve the City's ballot content for printing within three business days of receipt from the County Clerk. The City shall provide a fax number and designate a person to be available for proofing and approving ballot content for printing. Due to time constraints, the City must provide contact information for someone who is available from 8:00 a.m. to 5:00 p.m. from September 6, 2013 until September 11, 2013, or until final approval of printing of ballots has been reached. The County Clerk agrees to keep all contact personnel informed of ballot printing status. The City has designated _____, whose phone is _____, cell is _____ and fax is _____.

5. Once approval has been received, the County Clerk will not make any changes to the ballot content. If the City fails to provide approval by the required deadline, the content is to be considered approved.

6. Provide audio recording of the proper pronunciation of any candidate name certified to the County Clerk. Please see exhibit B.

7. The City shall defend and resolve at its sole expense all challenges relative to the ballot race(s), ballot issue(s) and/or ballot question(s) as certified to the County Clerk for inclusion in the Election.

F. Election Participation.

If requested by the County Clerk, provide person(s) to participate and assist in the Election process. The person(s) provided by the City must be registered to vote in Alamosa County.

G. Property Owners.

1. Notify and provide information and materials to property owners where an eligible elector may vote at any walk-in site or make application for a mail-in ballot specific to that City to be voted on and filed with the County Clerk. C.R.S. §32-1-806, C.R.S. §1-7-104, C.R.S. §1-8-104(3)

2. The City shall be responsible for obtaining its property owner list(s) from the County Assessor's office in accordance with C.R.S. §1-5-304. .

3. Electors who own property within the City in Alamosa County but who reside and are registered to vote in another Colorado county may vote in person or may request a mail ballot from the County Clerk.

H. TABOR Notice.

1. If the City is responsible for preparing a TABOR notice for any ballot issue(s), the City shall do so in compliance with Article X Section 20 of the Colorado Constitution and any pertinent Code and Rules.

2. The City shall be solely responsible for calculating and providing to the County Clerk any fiscal information necessary to comply with TABOR. The County Clerk shall in no way be responsible for the City's compliance with TABOR or the accuracy of the fiscal information.

3. The process of receiving written comments relating to ballot issue(s) and summarizing such comments, as required by TABOR, is the sole responsibility of the City.

4. The City shall be solely responsible for its preparation, accuracy and the language contained therein, and shall submit such notice, including pro and con summaries and fiscal information, to the County Clerk no later than September 20, 2013 at 5:00 p.m., pursuant to C.R.S. §1-7-904. Such notice shall be provided to the County Clerk as an email attachment to mwoodward@alamosacounty.org

5. The certified text, summary of comments and fiscal information submitted by the City shall be final.

6. Proofread and approve the City's TABOR content for printing. The City shall provide a fax number and designate a person to be available for proofing and approving TABOR content for printing. Due to time constraints, the City must provide contact information for someone who is available from 8:00 a.m. to 5:00 p.m. from September 23, 2013 until September 26, 2013, or until the TABOR notice is mailed. The County Clerk agrees to keep all contact personnel informed of TABOR printing status. The City has designated

_____, whose phone is _____,
_____, cell is _____ and fax is _____
_____.

7. Once approval has been received, the County Clerk will not make any changes to the TABOR content. If the City fails to provide approval by the required deadline, the content is to be considered approved.

8. Pursuant to C.R.S. §1-7-906(2), the City shall be responsible for mailing the TABOR notice to each address of one or more active registered electors who do not reside within Alamosa County.

I. Cancellation of Election by the City.

If the City resolves not to participate in the Election, notice shall be delivered in writing to the Contact Officer immediately; *provided, however that* the City shall not cancel after the 25th day prior to the Election, October 11, 2013, pursuant to C.R.S. §1-5-208(2). The City shall reimburse the County Clerk for the actual expenses incurred in preparing for the Election. If cancellation occurs after the certification deadline, full election costs may be incurred. The City shall provide notice by publication, as defined in Code, of cancellation of the Election and a copy of such notice shall be posted at each walk-in site, in the office of the City, in the office of the County Clerk, in the office of the DEO, and, if the City is a special City, in the office of the Division of Local Government.

ARTICLE IV COSTS

A. Election Costs.

The minimum fee for election services is \$150.00

1. The City's proportional share of costs shall be based on County expenditures relative to the Election and the number of electors per City. Costs include, but are not limited to, supplies, printing, postage, legal notices, labor, rentals, and other expenses attributable to the County Clerk's administration of the Election for the City. The City shall be charged its pro-rated share of election costs for any software programs used to count voted ballots as well as pre-election and post-election maintenance and on-site technical support.

2. The City affirms that it has sufficient funds available in its approved budget to pay its prorated Election expenses.

3. If it is determined that counting must be moved to an established backup site, the City shall be charged its pro-rated share.

4. The cost of any recount(s) will be charged to the City, or if more than one Entity is involved in the recount, the cost will be prorated among the participating Entities.

5. Upon receipt of the invoice, pay to the County Clerk within thirty days a fee which shall be an amount determined in accordance with the formula set forth on Exhibit A. If Exhibit A cannot be completed at the time of the mailing of this Agreement, it will be provided as soon as possible.

6. The City shall pay any additional or unique election costs resulting from City delays and/or special preparations or cancellations relating to the City's participation in the Election.

B. TABOR Costs.

The minimum fee for TABOR services is \$50.00.

The City shall pay a pro-rated amount for the costs to produce and mail the TABOR notice. Such pro-ration to be based, in part, on addresses where one or more active registered electors of the City reside.

C. Invoice.

The County Clerk shall submit to the City an itemized invoice for all expenses incurred under this Agreement and the City shall remit to the County Clerk the total due upon receipt. Any

amount not paid within 30 days after receipt will be subject to an interest charge at the lesser of 1 ½% per month or the highest rate permitted under law.

ARTICLE V MISCELLANEOUS

A. Entire Agreement.

This Agreement and its Exhibits constitute the entire agreement between the parties as to the subject matter hereof and supersede all prior or current agreements, proposals, negotiations, understandings, representations and all other communications, both oral and written.

B. Indemnification.

To the extent permitted by law, each party agrees to indemnify and hold harmless the other party, its officials, officers, employees and agents from and against any and all losses, costs (including attorneys' fees), demands or actions arising out of or related to any negligent actions, errors or omissions of the indemnifying party in connection with the transactions contemplated by this Agreement.

In the event a court of competent jurisdiction finds the Election for the City was void or otherwise fatally defective as a result of the sole breach or failure of the County Clerk to perform in accordance with this Agreement or laws applicable to the Election, the City shall be entitled to recover expenses or losses caused by such breach or failure up to the maximum amount paid by the City to the County Clerk. The County Clerk shall in no event be liable for any expenses, damages or losses in excess of the amounts paid under this Agreement. This remedy shall be the sole and exclusive remedy for the breach available to the City.

C. Conflict of Agreement with Law, Impairment.

Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect.

D. Time of Essence.

Time is of the essence in the performance of this Agreement. The time requirements of Code and Rules shall apply to completion of required tasks.

E. No Third Party Beneficiaries.

Enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the parties, and nothing contained herein shall give or allow any such claim or right of action by any other person or City.

F. Governing Law; Jurisdiction & Venue.

This Agreement, the interpretation thereof, and the rights of the parties under it will be governed by, and construed in accordance with, the laws of the State of Colorado. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation arising under this Agreement. Venue for any and all legal actions arising shall lie in the City Court in and for the County of Alamosa, State of Colorado.

G. Headings.

The section headings in this Agreement are for reference only and shall not effect the interpretation or meaning of any provision of this Agreement.

H. Severability.

If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be deemed to be severable, and all other provisions of this Agreement shall remain fully enforceable, and this Agreement shall be interpreted in all respects as if such provision were omitted.

ALAMOSA COUNTY ESTIMATED
ELECTION COSTS
COORDINATED ELECTION 2013
EXHIBIT A

ES&S Fees		\$9000.00
Election Judges		\$ 800.00
Canvass Board		\$ 120.00
Postage		\$4000.00
Ballot Package		\$6875.00
Publications		\$2300.00
	Totals	\$23,095.00
State of Colorado Reimbursement		3600.00
Total		\$19,495.00

Total Charges	\$19,495.00
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Cost is figured by total number of active electors in each entity divided by total cost of election. City of Alamosa and Alamosa School District split the cost of common voters.

City of Alamosa 2134@\$2.40	\$5,121.60
Alamosa School RE11J 5207 @2.40	\$12,496.80
Sangre De Cristo RE-22J 610@\$2.40	\$1,464.00
Sanford School Dist 6-J Min	\$150.00
North Conejos School RE-1-J Min	\$150.00
Center School Dist RE-5J Min	\$150.00
Sargent School Dist RE-33J	\$150.00

EXHIBIT B
AUDIO FOR ACCUVOTE TSX UNIT

In accordance with Secretary of State Rule 10.5, all candidates shall provide an audio recording to the County Clerk no later than the last day upon which the City certifies the ballot content, pursuant to C.R.S. §1-5-203(3)(a). The audio recording of the candidate's name shall be recorded exactly as it is certified to the County Clerk.

The Alamosa County Clerk and Recorder's office will contact the City if pronunciation guidelines on any ballot race(s), ballot issue(s) and/or ballot question(s) are needed.

Please contact our office at 719-589-6681 if you have any questions or need additional information.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective upon the date first above written.

**ALAMOSA COUNTY, COLORADO
CLERK AND RECORDER**

Date: July 8, 2013

Melanie Woodward
Melanie Woodward

Date: _____

CITY OF ALAMOSA

MAYOR

ATTEST:

City Clerk

COUNCIL COMMUNICATION

DATE: July 29, 2013	AGENDA NO. VII. C.7. c.	SUBJECT: Resolution No. 13, 2013, A Resolution to Conduct the Regular City Election Pursuant to the Uniform Election Code
Department Head: Judy A. Egbert, City Clerk		
City Manager: Heather Brooks		
PRESENTED BY: Judy Egbert		

Recommendation

Adopt the Resolution.

Background

Municipalities generally conduct elections under CRS Title 31, the Municipal Election Code. In order to participate in a Coordinated Election, it is necessary to follow CRS Title 1, Uniform Election Code. When Coordinated Elections first became an option in 1993, the City adopted an Ordinance allowing the City to determine on an election-by-election basis whether to utilize Title 1 or Title 31. This Resolution specifies that the City will use Title 1 for the November 5, 2013 coordinated election.

Issue Before the Council

Does Council wish to adopt the Uniform Election Code for the November 5, 2013 coordinated election?

Alternatives

1. Adopt the Resolution.
2. Do not introduce the Resolution and further direct staff.

Fiscal Impact

This Resolution does not carry any fiscal impact on its own. The fiscal impact of coordinating the election is addressed in the agenda item addressing adoption of the IGA.

Legal Opinion

Counselor Schwiesow will be available at the meeting if needed.

Conclusion

If Council agrees in concept to a coordinated election, adopting this Resolution is a procedurally necessary component.

RESOLUTION NO. 13, 2013

**A RESOLUTION TO CONDUCT THE REGULAR CITY ELECTION
SCHEDULED FOR NOVEMBER 5, 2013, PURSUANT TO THE
UNIFORM ELECTION CODE OF 1992, ARTICLES 1 TO 13 OF
TITLE 1, C.R.S., IN LIEU OF THE MUNICIPAL ELECTION
CODE OF 1965, IN ORDER TO PARTICIPATE IN A COORDINATED
ELECTION IN ALAMOSA COUNTY ON NOVEMBER 5, 2013**

WHEREAS, Ordinance No. 2, 1993, of the City of Alamosa, Colorado, codified at *Code of Ordinances of the City of Alamosa* Section 5-9, authorizes the City to utilize the requirements and procedures of the *Uniform Election Code of 1992*, Article 1 to 13 of Title 1, C.R.S., in lieu of the *Municipal Election Code of 1965*, and as an alternative thereto; and

WHEREAS, said Ordinance enables the City to determine on an election-by-election basis whether to utilize the *Uniform Election Code of 1992*, and to make such determination by resolution; and

WHEREAS, the City Council has determined that it is in the best interest of the City to conduct a coordinated election pursuant to the *Uniform Election Code of 1992*, for the election scheduled for November 5, 2013;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Alamosa, Colorado:

Section 1: The election scheduled for November 5, 2013, for the City of Alamosa, Colorado, shall be conducted as a coordinated election pursuant to the *Uniform Election Code of 1992*, Articles 1 to 13, Title 1, C.R.S.

Section 2: The City Clerk is hereby directed to act as the City's Election Official and participate in the preparation for the coordinated election with the Alamosa County Clerk and Recorder; and to take all necessary actions to conduct the regular municipal election in coordination with the November 5, 2013 election being conducted by the Alamosa County Clerk and Recorder; and to take all necessary actions to conduct the regular Municipal Election as a coordinated election in accordance with the *Uniform Election Code of 1992*, and all applicable laws.

APPROVED AND ADOPTED, THIS 7th day of August 2013.

CITY OF ALAMOSA

By: _____
Kathleen J. Rogers, Mayor

ATTEST

Judy Egbert, City Clerk

DATE: July 29, 2013	AGENDA NO.	SUBJECT: Public Hearing on Ordinance No. 10, 2013, An Ordinance prohibiting retail and recreational marijuana facilities within the City of Alamosa.
Department Head: Erich Schwiesow		
City Manager: Heather Brooks		
PRESENTED BY: Erich Schwiesow		

Recommendation:

Conduct public hearing, and adopt alternative 1 prohibiting recreational marijuana facilities within the City, or alternative 3, providing for future consideration of ordinances licensing, regulating and zoning for such facilities, and rescinding the prohibition on medical marijuana facilities.

Background:

In 2000, the voters of the State of Colorado passed Amendment 20, Art XVIII, Section 14 of the Colorado Constitution, which approved the use of medical marijuana. The Colorado legislature enacted the Colorado Medical Marijuana Act, C.R.S. § 12-43.3-101 et seq. effective July 1, 2010. The Colorado Medical Marijuana Code provides for a local “opt out” provision to allow cities and counties, either through vote of their governing bodies or through vote of their electors, to choose to prohibit such facilities within their jurisdictions. The City of Alamosa enacted Ordinance No. 21-2010 in December of 2010, codified at Art 10, Sec. X of the *Code of Ordinances*, prohibiting medical marijuana facilities within the City of Alamosa

In 2012, the voters of the State of Colorado passed Amendment 64, Art. XVIII, Section 16 of the Colorado Constitution, decriminalizing (under Colorado law) possession of up to one ounce of marijuana for persons over the age of 21, and further providing for facilities relating to the cultivation, manufacture, and sale of marijuana and marijuana products. All possession of marijuana remains prohibited under federal law, and the Attorney General has been less than

clear in his approach to enforcing such federal laws in Colorado and Washington, the two states that have so far legalized possession of certain amounts of marijuana under state law

Amendment 64 requires localities, including the City of Alamosa, to enact local ordinances designating the local agency responsible for licensing of marijuana facilities by October 1, 2013, unless the City has prohibited such facilities. Should Council elect not to prohibit retail/recreational marijuana facilities, Council will need to make such designation and consider licensing and regulation and zoning ordinances at subsequent meetings and public hearings later this summer.

Issue Before the Council:

Does Council wish to enact an ordinance prohibiting marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities and retail marijuana stores within the City of Alamosa?

Alternatives:

Alternative 1: Adopt the proposed ordinance prohibiting retail/recreational marijuana facilities. This is the alternative selected when Council approved the proposed ordinance on first reading on July 17, 2013.

Alternative 2: Adopt the proposed ordinance with amendments, for instance allowing for one or more of the four types of facilities within the City.

Alternative 3: Decline to adopt the proposed ordinance, and give staff further direction concerning the adoption of ordinances licensing, regulating and zoning for marijuana facilities within the City. This should include direction for dealing with previously prohibited medical marijuana facilities, as to allow one and not the other would appear to be inconsistent. It may be combined with a moratorium on licensing for a certain period of time to allow for greater time to consider ordinances to license, regulate and zone such facilities.

Alternative 4: Decline to adopt the proposed ordinance or give direction specifically concerning licensing and regulation, or zoning, and give staff further direction.

Fiscal Impact:

Potential lost sales tax revenue is impossible to estimate. Figures relating to the individual sales tax returns of businesses are confidential, thus we do not know what the sales tax figures were for the medical marijuana business that once operated in Alamosa County were.

Legal Opinion:

The City Attorney will be present for any comments.

Conclusion:

The proposed ordinance prohibits retail/recreational marijuana facilities within the City of Alamosa. Options for licensing, regulating, and zoning of such facilities are also available.

ORDINANCE NO. 10, 2013

AN ORDINANCE PROHIBITING MARIJUANA CULTIVATION FACILITIES, MARIJUANA PRODUCT MANUFACTURING FACILITIES, MARIJUANA TESTING FACILITIES AND RETAIL MARIJUANA STORES WITHIN THE CITY OF ALAMOSA, COLORADO

WHEREAS, in the November 2012 election Colorado voters approved an amendment to the Colorado Constitution, Article XVIII, Section 16, which allows for the retail sale and cultivation of marijuana in the State of Colorado; and

WHEREAS, Article XVIII, Section 16(5)(f) of the Colorado Constitution authorizes local governments, such as the City of Alamosa, to prohibit marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities and retail marijuana stores through the enactment of an appropriate ordinance; and

WHEREAS, through enactment of Ordinance No. 21, 2010, codified at Chapter 10, Article X of the *Code of Ordinances of the City of Alamosa*, the City of Alamosa has prohibited medical marijuana facilities, otherwise authorized by the Colorado Constitution under Article XVIII, Section 14; and

WHEREAS, the Council has carefully considered Article XVIII, §16 of the Colorado Constitution, and the secondary effects of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities and retail marijuana stores on the health, safety and welfare of the City of Alamosa and its inhabitants.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Alamosa, Colorado, as follows:

Section 1. Prohibition of Recreational Marijuana Facilities. Article XI of Chapter 10 is hereby established to read as follows:

ARTICLE XI. RECREATIONAL MARIJUANA FACILITIES PROHIBITED

Sec. 10-260 Purpose

Although the possession and use of marijuana is and remains unlawful under Federal law, Section 16 of Article XVIII of the Colorado Constitution provides an exception to prosecution under state criminal laws when persons over the age of 21 possess and use one ounce or less of marijuana for any purpose. The Colorado Constitution further provides that it is lawful to cultivate, harvest, process, package, transport, display, and possess marijuana; deliver or transfer marijuana to a marijuana testing facility; sell marijuana to a marijuana cultivation facility, a marijuana product manufacturing facility, or a retail marijuana store; or purchase marijuana from

a marijuana cultivation facility, if the person conducting the activities has obtained a current, valid license to operate a marijuana cultivation facility, marijuana product manufacturing facility, marijuana testing facility, marijuana retail store, or is acting in his or her capacity as an owner, employee, or agent of such a licensed marijuana facility. However, the Colorado Constitution, at Art. XVIII § 16(5)(f) authorizes municipalities to prohibit such facilities, if they deem it appropriate. The City of Alamosa has carefully considered Article XVIII, §16 of the Colorado Constitution, and the secondary effects of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities and retail marijuana stores on the health, safety and welfare of the City of Alamosa and its inhabitants, and deems it appropriate to prohibit such facilities within the City of Alamosa.

Sec. 10-261 Definitions

For purposes of this Article XI, the following terms shall have the following meanings, consistent with the meanings established in Article XVIII, § 16 of the Colorado Constitution:

"Marijuana" means all parts of the plant of the genus cannabis whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin, including marijuana concentrate. Marijuana does not include industrial hemp, nor does it include fiber produced from the stalks, oil, or cake made from the seeds of the plant, sterilized seed of the plant which is incapable of germination, or the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other product.

"Marijuana cultivation facility" means an entity licensed to cultivate, prepare, and package marijuana and sell marijuana to retail marijuana stores, to marijuana product manufacturing facilities, and to other marijuana cultivation facilities, but not to consumers.

"Marijuana product manufacturing facility" means an entity licensed to purchase marijuana; manufacture, prepare, and package marijuana products; and sell marijuana and marijuana products to other marijuana product manufacturing facilities and to retail marijuana stores, but not to consumers.

"Marijuana products" means concentrated marijuana products and marijuana products that are comprised of marijuana and other ingredients and are intended for use or consumption, such as, but not limited to, edible products, ointments, and tinctures.

"Marijuana testing facility" means an entity licensed to analyze and certify the safety and potency of marijuana.

"Retail marijuana store" means an entity licensed to purchase marijuana from marijuana cultivation facilities and marijuana and marijuana products from marijuana product manufacturing facilities and to sell marijuana and marijuana products to consumers.

Sec. 10-262 Prohibition on marijuana facilities

It shall be unlawful and a violation of this Section for a person to establish, operate, cause or permit to be operated, or continue to operate within the City of Alamosa and within any area annexed to the city after the effective date of this ordinance, any marijuana cultivation facility, marijuana product manufacturing facility, marijuana testing facility, or retail marijuana store, or any business, facility or any other operation requiring a license under the Colorado Retail Marijuana Code, C.R.S. § 12-43.4-101 *et seq.* as that statute may be amended from time to time.

Section 2. Repealer. All acts, orders, ordinances, resolutions, or portions thereof in conflict with the sections adopted in this Ordinance, are hereby repealed to the extent of such conflict.

Section 3. Recording and Authentication. This ordinance, immediately upon its passage, shall be authenticated by the signatures of the Mayor and City Clerk, recorded in the City book of Ordinances kept for that purposes, and published according to law.

Section 4. Publication and Effective Date. This ordinance shall take effect ten (10) days after publication following final passage. Publication both before and after final passage shall be by the title of this ordinance, which Council determines constitutes a sufficient summary of the ordinance, together with the statement that the full text of the ordinance is available for public inspection and acquisition on the City's website and in the office of the City Clerk.

Section 5. Declaration of Public Interest. This ordinance is necessary to preserve the peace, health, safety, welfare, and to serve the best interest of the citizens of the City of Alamosa, Colorado.

INTRODUCED, READ AND APPROVED on first reading the 17th day of July, 2013, and published as provided by law with notice of a public hearing to be held for consideration of the adoption of said ordinance on the 7th th day of August, 2013, at 7:00 p.m., or as soon thereafter as the matter may be heard, or on such subsequent date to which the public hearing or Council consideration may be continued.

APPROVED, AND ADOPTED after public hearing the ____ day of _____, 2013.

CITY OF ALAMOSA

By _____

Kathleen Rogers, Mayor

ATTEST:

Judy A. Egbert, City Clerk

COUNCIL COMMUNICATION

DATE: August 7, 2013	AGENDA NO.	SUBJECT: Property Purchase, 15002 County Road 6 South Alamosa County
Department Head: Heather Brooks, City Manager		
City Manager: Heather Brooks		
PRESENTED BY: Heather Brooks		

Recommendation

Staff recommends that City Council approve the purchase agreement in the amount of \$70,000 plus closing costs for the Firearms Range.

Background

The San Luis Valley Training Foundation Board of Directors applied for and received a State of Colorado POST funding for the purchase of the existing leased firearms range located at 15002 County Road 6 South Alamosa County. The purchase will enable the continued use of the property for regional firearms training and future enhancements to better support public safety training. As part of the grant applications, it was agreed that the City of Alamosa would purchase the property and make the property available for use for San Luis Valley law enforcement agencies for ten years as a regional firearms training facility. Should the City alter this use within the ten years, it would need to reimburse the purchase funds. If Council approves the purchase of the property, staff will prepare the appropriate lease agreement(s) for the continued use as a firearms training facility and submit for Council approval at a future meeting.

An appraisal of the property conducted by Walters & Mullins in May of 2011 placed the value of the property at \$77,000. A recent market analysis conducted by Preston R. Porter in July, 2013 placed the value of the property at \$64,500. Following the July 17, 2013 executive session, staff negotiated with Mr. Jeffrey Falkner for the purchase of the property. Recognizing the difference between the two studies, the property owner, Mr. Jeffrey Falkner, felt that \$70,000 was a fair price and staff concurred.

Issue Before the Council

Does Council wish to purchase the current firearms range in the amount of \$70,000 plus closing costs?

Alternatives

- Council can approve the purchase agreement in the amount of \$70,000 plus closing costs.
- Council can direct staff to continue negotiations.
- Council can decide not to purchase the firearms range.

Fiscal Impact

The City will be reimbursed for the purchase of the property through the State of Colorado POST funding.

Legal Opinion

The City Attorney will be present for any comments.

Conclusion

The purchase of the firearms range will ensure the continued use of the facility for firearms training. Additionally, the ownership of the property compared to the current lease agreement will also allow additional enhancements to the property for public safety training and protects those potential future investments.

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS4-S-10) (Mandatory 1-11)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

(☒ Property with No Residences)
(☐ Property with Residences-Residential Addendum Attached)

Date: July 30, 2013

AGREEMENT

1. **AGREEMENT.** Buyer, identified in § 2.1, agrees to buy, and Seller, identified in § 2.3, agrees to sell, the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. **Buyer.** Buyer, City of Alamosa, Colorado, will take title to the Property described below as ☐ Joint Tenants ☐ Tenants In Common ☐ Other

2.2. **Assignability and Inurement.** This Contract ☐ Shall ☒ Shall Not be assignable by Buyer without Seller's prior written consent. Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

2.3. **Seller.** Seller, Jeffrey A. Falkner and Quinn M. Hay-Falkner, is the current owner of the Property described below.

2.4. **Property.** The Property is the following legally described real estate in the County of Alamosa, Colorado:

NW¼ of Section 3, Township 37 North, Range 11 East, N.M.P.M. SAVING AND EXCEPTING THEREFROM that portion described in Declaration of Taking recorded October 5, 1983, in Book 299 at Page 624 of the Alamosa County, Colorado, records.

known as No.

Street Address

City

State

Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. **Inclusions.** The Purchase Price includes the following items (Inclusions):

2.5.1. **Fixtures.** All fixtures attached to the Property on the date of this Contract.

Other Fixtures:

If any fixtures are attached to the Property after the date of this Contract, such additional fixtures are also included in the Purchase Price.

2.5.2. **Personal Property.** If on the Property whether attached or not on the date of this Contract:

Any personal property on the Property as of the date of this Contract.

Other Personal Property:

The Personal Property to be conveyed at Closing shall be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except _____
Conveyance shall be by bill of sale or other applicable legal instrument.

2.5.3. **Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows:

The Trade Fixtures to be conveyed at Closing shall be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except Conveyance shall be by bill of sale or other applicable legal instrument.

2.5.4. Water Rights, Water and Sewer Taps. The following legally described water rights: Any and all water rights associated with the property including, but not limited to, the 15 gpm, 500 foot deep well with Permit No. 205892, Well No. 4, Case No. W-3286.

Any water rights shall be conveyed by ☒ Quit Claim Deed ☐ Other applicable legal instrument.

2.5.4.1. If any water well is to be transferred to Buyer, Seller agrees to supply required information about such well to Buyer. Buyer understands that if the well to be transferred is a Small Capacity Well or a Domestic Exempt Water Well used for ordinary household purposes, Buyer shall, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer shall complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer shall file the form with the Division within sixty days after Closing. The Well Permit # is 205892.

2.5.4.2. ☐ Water Stock Certificates: N/A

2.5.4.3. ☐ Water Tap ☐ Sewer Tap

Note: Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the tap.

2.5.5. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows: N/A

2.6. Exclusions. The following items are excluded (Exclusions): None

3. DATES AND DEADLINES.

Item No.	Reference	Event	Date or Deadline
1	§ 4.2.1	Alternative Earnest Money Deadline	N/A
		Title and CIC	
2	§ 7.1	Title Deadline	8/28/13
3	§ 7.2	Exceptions Request Deadline	N/A
4	§ 8.1	Title Objection Deadline	9/4/13
5	§ 8.2	Off-Record Matters Deadline	8/28/13
6	§ 8.2	Off-Record Matters Objection Deadline	9/4/13
7	§ 7.4.4.1	CIC Documents Deadline	N/A
8	§ 7.4.5	CIC Documents Objection Deadline	N/A
9	§ 8.6	Right of First Refusal Deadline	N/A
		Seller's Property Disclosure	
10	§ 10.1	Seller's Property Disclosure Deadline	N/A
		Loan and Credit	
11	§ 5.1	Loan Application Deadline	N/A
12	§ 5.2	Loan Conditions Deadline	N/A
13	§ 5.3	Buyer's Credit Information Deadline	N/A
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	N/A
15	§ 5.4	Existing Loan Documents Deadline	N/A
16	§ 5.4	Existing Loan Documents Objection Deadline	N/A
17	§ 5.4	Loan Transfer Approval Deadline	N/A
		Appraisal	
18	§ 6.2.2	Appraisal Deadline	N/A
19	§ 6.2.2	Appraisal Objection Deadline	N/A
		Survey	
20	§ 7.3	Survey Deadline	N/A
21	§ 8.3.2	Survey Objection Deadline	N/A

Inspection and Due Diligence			
22	§ 10.2	Inspection Objection Deadline	N/A
23	§ 10.3	Inspection Resolution Deadline	N/A
24	§ 10.5	Property Insurance Objection Deadline	N/A
25	§ 10.6	Environmental Inspection Objection Deadline	N/A
26	§ 10.6	ADA Evaluation Objection Deadline	N/A
27	§ 10.7	Due Diligence Documents Delivery Deadline	N/A
28	§ 10.8.1	Due Diligence Documents Objection Deadline	N/A
29	§ 11.2	Tenant Estoppel Statements Deadline	N/A
30	§ 11.3	Tenant Estoppel Statements Objection Deadline	N/A
Closing and Possession			
31	§ 12.3	Closing Date	9/18/13
32	§ 12.1	Closing Documents Delivery Deadline	9/18/13
33	§ 17	Possession Date	9/18/13
34	§ 17	Possession Time	5 pm
35	§ 28	Acceptance Deadline Date	8-9-13
36	§ 28	Acceptance Deadline Time	5 pm

Note: Applicability of Terms. A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" or the word "Deleted" means not applicable and when inserted on any line in Dates and Deadlines (§ 3), means that the corresponding provision of the Contract to which reference is made is deleted. The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below shall be payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$ 70,000.00	
2	§ 4.2	Earnest Money		\$ 5,000.00
3	§ 4.5	New Loan		
4	§ 4.6	Assumption Balance		
5	§ 4.7	Seller or Private Financing		
6				
8	§ 4.3	Cash at Closing		65,000.00
9		TOTAL	\$ 70,000.00	\$ 70,000.00

4.2. Earnest Money. The Earnest Money set forth in this section, in the form of check, shall be payable to and held by Lester, Sigmond, Rooney & Schwiesow (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit shall be tendered with this Contract unless the parties mutually agree to an Alternative Earnest Money Deadline (§ 3) for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing.

4.2.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of the Contract is as set forth as the Alternative Earnest Money Deadline (§ 3).

4.2.2. Return of Earnest Money. If Buyer has a right to terminate this Contract and timely terminates, Buyer shall be entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions, i.e., Earnest Money Release form, within three days of Seller's receipt of such form.

4.3. Form of Funds; Time of Payment; Funds Available.

4.3.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, shall be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.3.2. Available Funds. All funds required to be paid at Closing or as otherwise agreed in writing between the parties shall be timely paid to allow disbursement by Closing Company at Closing OR SUCH PARTY SHALL BE IN

108 **DEFAULT.** Buyer represents that Buyer, as of the date of this Contract, ☒ Does ☐ Does Not have funds that are immediately
109 verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.
110

111 **TRANSACTION PROVISIONS**

112 **5. FINANCING CONDITIONS AND OBLIGATIONS. N/A**

113 **6. APPRAISAL PROVISIONS. N/A**

114 **7. EVIDENCE OF TITLE, SURVEY AND CIC DOCUMENTS.**

115 **7.1. Evidence of Title.** On or before **Title Deadline** (§ 3), Buyer shall cause to be furnished at Buyer's expense, a
116 current commitment for owner's title insurance policy (Title Commitment) in an amount equal to the Purchase Price. The title
117 insurance commitment ☐ Shall ☒ Shall Not commit to delete or insure over the standard exceptions which relate to: (1) parties
118 in possession, (2) unrecorded easements, (3) survey matters, (4) any unrecorded mechanics' liens, (5) gap period (effective date of
119 commitment to date deed is recorded), and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing.
120 Any additional premium expense to obtain this additional coverage shall be paid by ☐ Buyer ☐ Seller.

121 **Note:** The title insurance company may not agree to delete or insure over any or all of the standard exceptions. Buyer shall have
122 the right to review the Title Commitment, its provisions and Title Documents (defined in § 7.2), and if not satisfactory to Buyer,
123 Buyer may exercise Buyer's rights pursuant to § 8.1.

124 **8. TITLE AND SURVEY REVIEW.**

125 **8.1. Title Review.** Buyer shall have the right to review the Title Documents. Buyer shall provide written notice to
126 terminate based on unmerchantability of title, unsatisfactory form or content of Title Commitment, or notwithstanding § 13 of any
127 other unsatisfactory title condition, in Buyer's sole and subjective discretion, shown by the Title Documents (Notice of Title
128 Objection). Such Notice of Title Objection shall be delivered by or on behalf of Buyer and received by Seller on or before **Title**
129 **Objection Deadline** (§ 3), provided such Title Documents are received by Buyer in a timely manner. If there is an endorsement to
130 the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment
131 shall be delivered to Buyer. Provided however, Buyer shall have five days to deliver the Notice of Title Objection after receipt by
132 Buyer of the following documents: (1) any required Title Document not timely received by Buyer, (2) any change to the Title
133 Documents, or (3) endorsement to the Title Commitment. If Seller does not receive Buyer's Notice of Title Objection by the
134 applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Title Documents as satisfactory.

135 **8.2. Matters Not Shown by the Public Records.** Seller shall deliver to Buyer, on or before **Off-Record Matters**
136 **Deadline** (§ 3) true copies of all leases and surveys in Seller's possession pertaining to the Property and shall disclose to Buyer all
137 easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters
138 (including, without limitation, rights of first refusal and options) not shown by the public records of which Seller has actual
139 knowledge. Buyer shall have the right to inspect the Property to investigate if any third party has any right in the Property not
140 shown by the public records (such as an unrecorded easement, unrecorded lease, boundary line discrepancy or water rights).
141 Written notice to terminate based on any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection,
142 notwithstanding § 13), in Buyer's sole subjective discretion, by or on behalf of Buyer shall be delivered to Seller on or before **Off-**
143 **Record Matters Objection Deadline** (§ 3). If Seller does not receive Buyer's written notice to terminate on or before **Off-Record**
144 **Matters Objection Deadline** (§ 3), Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual
145 knowledge.

146 **8.3. Survey Review.**

147 ☒ **8.3.1. Not Applicable.** This § 8.3 shall not apply.

148 **8.4. Special Taxing Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION
149 INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE
150 PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK
151 FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE
152 CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH
153 INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE
154 SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY
155 TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING
156 FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND
157 RECORDER, OR THE COUNTY ASSESSOR.

158 In the event the Property is located within a special taxing district and Buyer desires to terminate this Contract as the effect of
159 the special taxing district is unsatisfactory, in Buyer's sole subjective discretion, if written notice to terminate, by or on behalf of
160 Buyer, is received by Seller on or before **Off-Record Matters Objection Deadline** (§ 3), this Contract shall terminate. If Seller

161 does not receive Buyer's written notice to terminate on or before **Off-Record Matters Objection Deadline** (§ 3). Buyer accepts
162 the effect of the Property's inclusion in such special taxing district and waives the right to terminate for that reason.

163 **8.5. Right to Object, Cure.** Buyer's right to object shall include, but not be limited to, those matters set forth in §§ 8 and
164 13. If Seller receives Buyer's written notice to terminate or notice of unmerchantability of title or any other unsatisfactory title
165 condition or commitment terms as provided in §§ 8.1 and 8.2, Seller shall use reasonable efforts to correct said items and bear any
166 nominal expense to correct the same prior to Closing. If such unsatisfactory title condition is not corrected to Buyer's satisfaction,
167 in Buyer's sole subjective discretion, on or before Closing, this Contract shall terminate; provided, however, Buyer may, by
168 written notice received by Seller on or before Closing, waive objection to such items.

169 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property, or a right to
170 approve this Contract, Seller shall promptly submit this Contract according to the terms and conditions of such right. If the holder
171 of the right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract shall
172 terminate. If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract shall remain in full
173 force and effect. Seller shall promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal
174 or Contract approval has not occurred on or before **Right of First Refusal Deadline** (§ 3), this Contract shall terminate.

175 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
176 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
177 including without limitation, boundary lines and encroachments, area, zoning, unrecorded easements and claims of easements,
178 leases and other unrecorded agreements, and various laws and governmental regulations concerning land use, development and
179 environmental matters. The surface estate may be owned separately from the underlying mineral estate, and transfer of the
180 surface estate does not necessarily include transfer of the mineral rights or water rights. Third parties may hold interests in
181 oil, gas, other minerals, geothermal energy or water on or under the Property, which interests may give them rights to
182 enter and use the Property. Such matters may be excluded from or not covered by the title insurance policy. Buyer is advised to
183 timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract [e.g., Title
184 Objection Deadline (§ 3) and Off-Record Matters Objection Deadline (§ 3)].

185 **9. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith, including but not
186 limited to exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations** (§ 5), **Title**
187 **and Survey Review** (§ 8) and **Property Disclosure, Inspection, Indemnity, Insurability, Due Diligence and Source of Water**
188 **(§ 10)**.

189 **DISCLOSURE, INSPECTION AND DUE DILIGENCE**

190 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE** 191 **OF WATER.**

192 **10.1. Seller's Property Disclosure Deadline.** N/A.

193 **10.2. Inspection Objection Deadline.** Unless otherwise provided in this Contract, Buyer acknowledges that Seller is
194 conveying the Property to Buyer in an "as is" condition, "where is" and "with all faults". Seller shall disclose to Buyer, in writing,
195 any latent defects actually known by Seller. Buyer, acting in good faith, shall have the right to have inspections (by a third party,
196 personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property,
197 (2) the physical condition of the Inclusions, (3) service to the Property (including utilities and communication services), systems and
198 components of the Property, e.g. heating and plumbing, (4) any proposed or existing transportation project, road, street or highway, or
199 (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its
200 occupants is unsatisfactory in Buyer's sole subjective discretion, Buyer shall, on or before **Inspection Objection Deadline** (§ 3):

201 **10.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

202 **10.2.2. Notice to Correct.** Deliver to Seller a written description of any unsatisfactory physical condition which
203 Buyer requires Seller to correct.

204 If written notice is not received by Seller on or before **Inspection Objection Deadline** (§ 3), the physical condition of the
205 Property and Inclusions shall be deemed to be satisfactory to Buyer.

206 **10.3. Inspection Resolution Deadline.** If a Notice to Correct is received by Seller and if Buyer and Seller have not agreed
207 in writing to a settlement thereof on or before **Inspection Resolution Deadline** (§ 3), this Contract shall terminate on **Inspection**
208 **Resolution Deadline** (§ 3), unless Seller receives Buyer's written withdrawal of the Notice to Correct before such termination,
209 i.e., on or before expiration of **Inspection Resolution Deadline** (§ 3).

210 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract, is responsible for payment for
211 all inspections, tests, surveys, engineering reports, or any other work performed at Buyer's request (Work) and shall pay for any
212 damage that occurs to the Property and Inclusions as a result of such Work. Buyer shall not permit claims or liens of any kind
213 against the Property for Work performed on the Property at Buyer's request. Buyer agrees to indemnify, protect and hold Seller
214 harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien.
215 This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability.

216 damage, cost or expense, or to enforce this section, including Seller's reasonable attorney fees, legal fees and expenses. The
217 provisions of this section shall survive the termination of this Contract.

218 **10.5. Insurability.** N/A

219 **10.6. Due Diligence - Physical Inspection.** Buyer's Inspection of the Property under § 10.2 shall also include, without
220 limitation, at Buyer's option, an inspection of the roof, walls, structural integrity of the Property, an inspection of the electrical,
221 plumbing, HVAC and other mechanical systems of the Property. If the condition of the Property or Inclusions are not satisfactory
222 to Buyer, in Buyer's sole subjective discretion, Buyer shall, on or before **Inspection Objection Deadline** (§ 3), provide the
223 applicable written notice pursuant to § 10.2. Buyer shall also have the right to obtain environmental inspections of the Property
224 including Phase I and Phase II Environmental Site Assessments, as applicable: ☐ Seller ☐ Buyer shall order or provide
225 ☐ **Phase I Environmental Site Assessment**, ☐ **Phase II Environmental Site Assessment** (compliant with ASTM E1527-05
226 standard practices for Environmental Site Assessments) and/or ☐ _____ at the expense
227 of ☐ Seller ☐ Buyer (Environmental Inspection). In addition, Buyer may also conduct an evaluation whether the Property
228 complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations shall be conducted at
229 such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the
230 Property, if any. If Buyer is not satisfied with the results of Environmental Inspection, in Buyer's sole subjective discretion, and
231 written notice to terminate is received by Seller on or before **Environmental Inspection Objection Deadline** (§ 3), this Contract
232 shall terminate. If Buyer is not satisfied with the results of ADA Evaluation, in Buyer's sole subjective discretion, and written
233 notice to terminate is received by Seller on or before **ADA Evaluation Objection Deadline** (§ 3), this Contract shall terminate. If
234 Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental**
235 **Inspection Objection Deadline** (§ 3) shall be extended by _____ days and if such extended **Environmental Inspection**
236 **Objection Deadline** (§ 3) extends beyond the **Closing Date** (§ 3), the **Closing Date** (§ 3) shall be extended a like period of time.

237 **10.7. Due Diligence - Documents.** Seller agrees to deliver copies of the following documents and information (Due
238 Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline** (§ 3) to the extent such Due Diligence
239 Documents exist and are in Seller's possession:

240 **10.7.1.** Copies of all contracts relating to the operation, maintenance and management of the Property;

241 **10.7.2.** N/A

242 **10.7.3.** As-built construction plans (original and subsequent construction) to the Property and the tenant
243 improvements, including architectural, electrical, mechanical, and structural systems; engineering reports; and permanent
244 Certificates of Occupancy, to the extent now available;

245 **10.7.4.** A list of all Inclusions to be conveyed to Buyer;

246 **10.7.5.** N/A

247 **10.7.6.** N/A

248 **10.7.7.** True and correct copies of all current leases on the Property (Leases), or other occupancy agreements if
249 not delivered earlier under § 8.2;

250 **10.7.8.** N/A

251 **10.7.9.** N/A

252 **10.7.10.** Soils reports, Surveys and engineering reports or data pertaining to the Property (if not delivered earlier
253 under § 8.2);

254 **10.7.11.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters,
255 test results, advisories, and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other
256 toxic hazardous or contaminated substances, and/or underground storage tanks and/or radon gas. If no reports are in Seller's
257 possession or known to Seller, Seller shall warrant that no such reports are in Seller's possession or known to Seller;

258 **10.7.12.** Copies of any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of
259 the Property with said Act;

260 **10.7.13.** All permits, licenses and other building or use authorizations issued by any governmental authority with
261 jurisdiction over the Property and written notices of any violations of any such permits, licenses or use authorizations, if any; and
262 **10.7.14.** Other Documents: None.

263 **10.8. Due Diligence Documents Conditions.** This Contract is subject to and expressly conditional upon Buyer, in
264 Buyer's sole subjective discretion, reviewing and approving the Due Diligence Documents, Survey, Leases, zoning and any use
265 restrictions imposed by any governmental agency with jurisdiction over the Property (Zoning). Buyer shall also have the unilateral
266 right to waive any condition herein.

267 **10.8.1. Due Diligence Documents.** If Buyer is not satisfied with the results of Buyer's review of the Due Diligence
268 Documents and written notice to terminate is received by Seller on or before **Due Diligence Documents Objection Deadline**
269 (§ 3), this Contract shall terminate.

270 **10.8.2. Survey.** If any unsatisfactory condition is shown by the Survey and written notice to terminate is received
271 by Seller on or before **Survey Objection Deadline** (§ 3), this Contract shall terminate.

272 **10.8.3. Leases.** If the Leases are not satisfactory to Buyer, Seller shall receive written notice to terminate on or
273 before **Off-Record Matters Objection Deadline** (§ 3), unless the Leases are not timely delivered under § 8.2, then Seller shall

receive written notice to terminate on or before **Due Diligence Documents Objection Deadline** (§ 3). If Seller timely receives written notice to terminate, this Contract shall terminate.

10.8.4. Zoning. If Buyer is not satisfied with the results of Buyer's review of the Zoning and written notice to terminate is received by Seller on or before **Due Diligence Documents Objection Deadline** (§ 3), this Contract shall terminate.

If Buyer's written notice to terminate for any of the conditions set forth above is not timely received by Seller, then such condition shall be deemed to be satisfactory to Buyer.

10.9. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer ☐ Does ☒ Does Not acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. Buyer ☐ Does ☒ Does Not acknowledge receipt of a copy of the current well permit. ☐ There is No Well. **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

10.10. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller shall not amend, alter, modify, extend or cancel any of the Leases nor shall Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed.

11. TENANT ESTOPPEL STATEMENTS. N/A

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer shall cooperate with the Closing Company to enable the Closing Company to deliver all documents required for Closing to Buyer and Seller and their designees by the **Closing Documents Delivery Deadline** (§ 3). If Buyer is obtaining a new loan to purchase the Property, Buyer acknowledges Buyer's lender shall be required to provide the Closing Company in a timely manner all required loan documents and financial information concerning Buyer's new loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller shall sign and complete all customary or reasonably required documents at or before Closing.

12.2. Closing Instructions. Buyer and Seller agree to execute the Colorado Real Estate Commission's Closing Instructions. Such Closing Instructions ☐ Are ☒ Are Not executed with this Contract. Upon mutual execution, ☐ Seller ☒ Buyer shall deliver such Closing Instructions to the Closing Company.

12.3. Closing. Delivery of deed from Seller to Buyer shall be at closing (Closing). Closing shall be on the date specified as the **Closing Date** (§ 3) or by mutual agreement at an earlier date. The hour and place of Closing shall be as designated by Buyer.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

13. TRANSFER OF TITLE. Subject to tender or payment at Closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient General Warranty Deed to Buyer, at Closing, conveying the Property free and clear of all taxes except the general taxes for the year of Closing. Except as provided herein, title shall be conveyed free and clear of all liens, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not. Title shall be conveyed subject to:

13.1. Those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with **Title Review** (§ 8.1).

13.2. Distribution utility easements (including cable TV).

13.3. Those specifically described rights of third parties not shown by the public records of which Buyer has actual knowledge and which were accepted by Buyer in accordance with **Matters Not Shown by the Public Records** (§ 8.2) and **Survey Review** (§ 8.3).

13.4. Inclusion of the Property within any special taxing district, and

13.5. Other None.

14. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid shall be paid at or before Closing from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, CLOSING FEE, CIC FEES AND TAXES.

326 15.1. Closing Costs. Buyer and Seller shall pay, in Good Funds, their respective closing costs and all other items required
327 to be paid at Closing, except as otherwise provided herein.

328 15.2. Closing Services Fee. The fee for real estate closing services shall be paid at Closing by ☒ Buyer ☐ Seller
329 ☐ One-Half by Buyer and One-Half by Seller ☐ Other

330 15.3. Status Letter and Transfer Fees. N/A

331 15.4. Local Transfer Tax. ☐ The Local Transfer Tax of _____ % of the Purchase Price shall be paid at Closing by
332 ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller.

333 15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction shall be paid when due by
334 ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller.

335 16. PRORATIONS. The following shall be prorated to Closing Date (§ 3), except as otherwise provided:

336 16.1. Taxes. Personal property taxes, if any, and general real estate taxes for the year of Closing, based on ☒ Taxes for
337 the Calendar Year Immediately Preceding Closing ☐ Most Recent Mill Levy and Most Recent Assessed Valuation, or
338 ☐ Other

339 16.2. Rents. N/A

340 16.3. N/A

341 16.4. Other Prorations. N/A.

342 16.5. Final Settlement. Unless otherwise agreed in writing, these prorations shall be final.

343 17. POSSESSION. Possession of the Property shall be delivered to Buyer on Possession Date at Possession Time (§ 3),
344 subject to the following leases or tenancies: None. Buyer is the current tenant.

345
346 If Seller, after Closing, fails to deliver possession as specified, Seller shall be subject to eviction and shall be additionally
347 liable to Buyer for payment of \$25.00 per day (or any part of a day notwithstanding § 18.1) from Possession Date and Possession
348 Time (§ 3) until possession is delivered.

349 GENERAL PROVISIONS

350 18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.

351 18.1. Day. As used in this Contract, the term "day" shall mean the entire day ending at 11:59 p.m., United States
352 Mountain Time (Standard or Daylight Savings as applicable).

353 18.2. Computation of Period of Days, Deadline. In computing a period of days, when the ending date is not specified,
354 the first day is excluded and the last day is included, e.g., three days after MEC. If any deadline falls on a Saturday, Sunday or
355 federal or Colorado state holiday (Holiday), such deadline ☒ Shall ☐ Shall Not be extended to the next day that is not a
356 Saturday, Sunday or Holiday. Should neither box be checked, the deadline shall not be extended.

357 19. CAUSES OF LOSS, INSURANCE; CONDITION OF, DAMAGE TO PROPERTY AND INCLUSIONS AND
358 WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both shall be delivered in the
359 condition existing as of the date of this Contract, ordinary wear and tear excepted.

360 19.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of
361 loss prior to Closing in an amount of not more than ten percent of the total Purchase Price, Seller shall be obligated to repair the
362 same before Closing Date (§ 3). In the event such damage is not repaired within said time or if the damage exceeds such sum, this
363 Contract may be terminated at the option of Buyer by delivering to Seller written notice to terminate on or before Closing. Should
364 Buyer elect to carry out this Contract despite such damage, Buyer shall be entitled to a credit at Closing for all insurance proceeds
365 that were received by Seller (but not the Association, if any) resulting from such damage to the Property and Inclusions, plus the
366 amount of any deductible provided for in such insurance policy. Such credit shall not exceed the Purchase Price. In the event Seller
367 has not received such insurance proceeds prior to Closing, then Seller shall assign such proceeds at Closing, plus credit Buyer the
368 amount of any deductible provided for in such insurance policy, but not to exceed the total Purchase Price.

369 19.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication
370 services), systems and components of the Property, e.g., heating or plumbing, fail or be damaged between the date of this Contract
371 and Closing or possession, whichever shall be earlier, then Seller shall be liable for the repair or replacement of such Inclusion,
372 service, system, component or fixture of the Property with a unit of similar size, age and quality, or an equivalent credit, but only
373 to the extent that the maintenance or replacement of such Inclusion, service, system, component or fixture is not the responsibility
374 of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. Seller and Buyer
375 are aware of the existence of pre-owned home warranty programs that may be purchased and may cover the repair or replacement
376 of such Inclusions.

377 19.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may
378 result in a taking of all or part of the Property or Inclusions, Seller shall promptly notify Buyer, in writing, of such condemnation

action. In such event, this Contract may be terminated at the option of Buyer, in Buyer's sole subjective discretion, by Buyer delivering to Seller written notice to terminate on or before Closing. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer shall be entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions but such credit shall not include relocation benefits, expenses or exceed the Purchase Price.

19.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, shall have the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

20. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this document, Buyer and Seller acknowledge that the Alamosa City Attorney represents only Buyer and, has advised Seller that this document has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this Contract.

21. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence hereof. If any note or check received as Earnest Money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

21.1. If Buyer is in Default:

☐ **21.1.1. Specific Performance.** Seller may elect to treat this Contract as canceled, in which case all Earnest Money (whether or not paid by Buyer) shall be paid to Seller and retained by Seller; and Seller may recover such damages as may be proper; or Seller may elect to treat this Contract as being in full force and effect and Seller shall have the right to specific performance or damages, or both.

21.1.2. Liquidated Damages, Applicable. This § 21.1.2 shall apply unless the box in § 21.1.1. is checked. All Earnest Money (whether or not paid by Buyer) shall be paid to Seller, and retained by Seller. Both parties shall thereafter be released from all obligations hereunder. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money shall be SELLER'S SOLE AND ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

21.2. If Seller is in Default: Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Contract as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

22. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after Closing Date (§ 3), the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

23. MEDIATION. If a dispute arises relating to this Contract, prior to or after Closing, and is not resolved, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at the party's last known address. This section shall not alter any date in this Contract, unless otherwise agreed.

24. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder shall release the Earnest Money as directed by written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money (notwithstanding any termination of this Contract), Earnest Money Holder shall not be required to take any action. Earnest Money Holder, at its option and sole subjective discretion, may (1) await any proceeding, (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder shall be authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Earnest Money Holder shall disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of Mediation (§ 23). The provisions of this § 24 apply only if the Earnest Money Holder is one of the Brokerage Firms named in § 32 or § 33.

25. TERMINATION. In the event this Contract is terminated, all Earnest Money received hereunder shall be returned and the parties shall be relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

430 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL.** This Contract, its exhibits and specified addenda, constitute
431 the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or
432 written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract shall
433 be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any obligation in this Contract
434 that, by its terms, is intended to be performed after termination or Closing shall survive the same.

435 **27. NOTICE, DELIVERY, AND CHOICE OF LAW.**

436 **27.1. Physical Delivery.** All notices must be in writing, except as provided in § 27.2. Any document, including a signed
437 document or notice, delivered to Buyer shall be effective when physically received by Buyer, any signator on behalf of Buyer, any
438 named individual of Buyer, any representative of Buyer, or Brokerage Firm of Broker working with Buyer (except for delivery,
439 after Closing, of the notice requesting mediation described in § 23) and except as provided in § 27.2. Any document, including a
440 signed document or notice, delivered to Seller shall be effective when physically received by Seller, any signator on behalf of
441 Seller, any named individual of Seller, any representative of Seller, or Brokerage Firm of Broker working with Seller (except for
442 delivery, after Closing, of the notice requesting mediation described in § 23) and except as provided in § 27.2.

443 **27.2. Electronic Delivery.** As an alternative to physical delivery, any document, including any signed document or
444 written notice may be delivered in electronic form only by the following indicated methods: ☒ Facsimile ☒ Email
445 ☐ Internet ☐ No Electronic Delivery. Documents with original signatures shall be provided upon request of any party.

446 **27.3. Choice of Law.** This Contract and all disputes arising hereunder shall be governed by and construed in accordance
447 with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for property
448 located in Colorado.

449 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal shall expire unless accepted in writing, by Buyer and
450 Seller, as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 27 on or
451 before **Acceptance Deadline Date** (§ 3) and **Acceptance Deadline Time** (§ 3). If accepted, this document shall become a contract
452 between Seller and Buyer. A copy of this document may be executed by each party, separately, and when each party has executed
453 a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

454 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

455 **29. ADDITIONAL PROVISIONS.** None

458 **30. ATTACHMENTS.** The following are a part of this Contract:

459 ☐ Residential Addendum

462 **Note:** The following disclosure forms are attached but are not a part of this Contract:

466 **SIGNATURES**

Buyer's Name: City of Alamosa

Buyer's Name: _____

Buyer's Signature
Heather Brooks, City Manager

Date

Buyer's Signature

Date

Address:

Address:

Phone No.:

Phone No.:

Fax No.:

Fax No.:

Electronic Address:

Electronic Address:

467 **[NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 31]**

Seller's Name: Jeffrey A. FalknerSeller's Name: Quinn M. Hay-Falkner

Seller's Signature

Date

Seller's Signature

Date

Address:

Glenallen, AK 99588

Address:

Glenallen, AK 99588

Phone No.:

Phone No.:

Fax No.:

Fax No.:

Electronic Address:

Electronic Address:

468 31. COUNTER; REJECTION. This offer is ☐ Countered ☐ Rejected.
469 Initials only of party (Buyer or Seller) who countered or rejected offer

470
471

END OF CONTRACT TO BUY AND SELL REAL ESTATE

COUNCIL COMMUNICATION

DATE: August 7, 2013	AGENDA NO.	SUBJECT: City Sponsorship of Fireball Run
Department Head: Heather Brooks, City Manager		
City Manager: Heather Brooks		
PRESENTED BY: Heather Brooks		

Recommendation

Staff recommends that City Council make a motion to sponsor the Fireball Run efforts in the amount of \$1,000.

Background

Alamosa has been selected as an overnight host for the Fireball Run held in September. As part of that selection, our community can have an official team participate in the race, which is great exposure for our community. Keith and Debbie Cerny have volunteered to serve as our local team in the race. The Alamosa Convention and Visitors Bureau is coordinating many of the activities associated with our selection including the fundraising for the local race team. Attached is the sponsorship letter provided by the Alamosa Convention and Visitors Bureau.

In order to help the Alamosa team defray their costs and bring awareness to our community from an economic development perspective, the City Council may want to consider providing a sponsorship. The two levels are \$500 and \$1,000. The \$1,000 level includes a link from the Fireball Run website directly to our website. If Council decides to provide a \$1,000 sponsorship, City staff will review and modify our current website to make sure that potential investors can quickly find the information they are interested in and become excited about our community.

Issue Before the Council

Does Council wish to sponsor the Fireball Run event in the amount of \$500 or \$1,000?

Alternatives

Council can decide to sponsor at \$500 or \$1,000 levels or decide to not sponsor the event at all.

Fiscal Impact

The 2013 adopted budget includes \$25,000 in the economic development line item in the non-departmental fund. The Ice Fest is the only item currently anticipated to draw from these funds.

Legal Opinion

The City Attorney will be present for any comments.

Conclusion

The Fireball Run has the potential to draw national attention to Alamosa including the potential interest of developers and investors. Through the sponsorship, the City would be able to direct some of that attention to its website and messaging.

Get your business national exposure in Fireball Run!

Fireball Run is a gripping and emotional 8 day, 2500 mile life-sized trivia game, where America serves as the game board. Over 40 driving teams compete for glory, bragging rights, and a plastic road sign, all while aiding in the effort to recover America's missing children. Alamosa has been selected as an overnight host, as the teams travel from Longmont, CO to Riverside, CA. As a host city, Alamosa has been extended an opportunity to register an official team. Hometown teams are goodwill ambassadors, a cost-effective way to showcase city brand vitality, and another reason to unite the community.

Annually, FIREBALL RUN reserves 8 positions for official destinations and, as a courtesy, discount team the team participation. Local teams can be sponsored and can expect to engage over **45,000** live spectators and endless media while furthering awareness for a local missing child. Driver Keith Cerny and his co-driver wife, Debbie Cerny, will be proudly representing Team Alamosa in this 8-day adventure.

The Alamosa Convention and Visitors Bureau would like to give your business the opportunity to sponsor the Alamosa Team. There are two sponsorships offered, and the benefits are outlined below.

\$ 1000 sponsorship includes:

- Large decal to be placed on hood, or front fenders, size depending on location. First come first served, hood decal can be any size.
- Your Business' Banner on stage at finish line. Exactly where all the media will be!
- Sponsor of the Day mentioned in the Valley Courier daily column from the road
- Sponsor of the Day on all of Alamosa CVB social media, FB, Twitter, Instagram, Pintrest
- Direct link to your company's website from the fireballrun.com website

\$500 sponsorship includes:

- Medium sized car decal on both front fenders, not to exceed 6" x 7"
- Sponsor of the Day mentioned in the Valley Courier daily column from the road
- Sponsor of the Day on all of Alamosa CVB social media, FB, Twitter, Instagram, Pintrest

Please call or email me if you have any questions. Thank you so much for your interest!

Jamie Greeman
director@alamosa.org
589-9385



COUNCIL COMMUNICATION

DATE: July 29, 2013	AGENDA NO. VIII. B. a.	SUBJECT: Request for Show Cause Hearing for Spuddy’s
Department Head: Judy Egbert, City Clerk		
City Manager: Nathan M. Cherpeski		
PRESENTED BY: Judy Egbert		

Recommendation

Schedule Hearing to Show Cause for the Tavern license at Spuddy's Cantina.

Background

The Alamosa Police Department has recommended that Council set a Show Cause Hearing for GloRi, LLC d/b/a Spuddy's Cantina. Please see the attached letter for details.

Prosecutor Gene Farish has provided the following dates that he is available should Council determine to hold a hearing:

Tuesday August 22

Monday August 26

Monday September 9

Tuesday September 10

Tuesday September 17

Monday September 23

Issue Before the Council

Does Council believe evidence exists to warrant a Show Cause Hearing?

Alternatives

1. Determine that sufficient evidence exists to set a Show Cause hearing and determine the date.
2. Determine that the evidence does not support holding a Show Cause hearing, and further direct staff.

Fiscal Impact

N/A

Legal Opinion

Counselor Schwiesow will be available at the meeting if needed.

Conclusion

Staff recommends calling for a Show Cause Hearing.

Alamosa Police Department

425 4th St.

Alamosa, Colorado 81101

CRAID DODD, CHIEF OF POLICE

July 25, 2013

Alamosa City Council
425 4th St.
Alamosa, CO 81101

City Council Members:

On April 1, 2013 at approximately 6:11 p.m. officers from the Alamosa Police Department were dispatched to the area of 6th St. and State Ave. in reference to a disturbance in progress. The call was unfounded until officers were later dispatched to the San Luis Valley Regional Medical Center Emergency Room in reference to an assault.

During this investigation, Officer Pichon found that a subject was at Spuddy's Cantina (513 State Ave.) when Ada Boyce (the bar owner) started an argument with the victim. Boyce was apparently intoxicated and she and her daughter assaulted the victim.

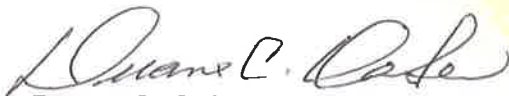
When Officer Pichon and other officers went to Spuddy's to speak with Boyce and her daughter, they met with Robert Davis, manager/co-owner. Off. Pichon indicated that he could smell a strong odor of alcohol on Davis' breath and heard that his speech was slurred when he spoke. When they asked for Boyce, he told them that she and her daughter had left.

They checked the establishment for Boyce and her daughter and found Boyce passed out on the floor of the office. Davis became irate and yelled at the officers as they found her. They attempted to wake Boyce and as they did, they could smell a strong odor of an alcoholic beverage.

Because of this case (APD Case #13-0644 & 13-0649) and other disturbances inside the establishment the Alamosa Police Department feels that Boyce and Davis as owners of the business are in violation of Section 10-24(b)(c) of the Alamosa City Code.

We respectfully request a "Show Cause" hearing for Spuddy's Cantina at your earliest convenience.

Sincerely,



Duane C. Oakes
Lieutenant
Alamosa Police Department

Police Headquarters
425 4TH St.
Alamosa, Colorado 81101
(719) 589-2548

"WE CARE"

Mailing Address
P.O. Box 1101
Alamosa, CO 81101
Fax: (719) 589-5257