ALAMOSA CITY COUNCIL
Regular Meeting Agenda

Council Chambers
300 Hunt Avenue, Alamosa, CO
August 5, 2015

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.

7:00 PM - 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. Introduction of New Employee, Brandon Gallegos

B. National Health Center Week Proclamation 2015

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 Meeting July 15, 2015

C.1.a. Permitted Use by Special Review – Request by Crown Castle to Allow The Installation of Additional Telecommunications Equipment on an Existing Tower

VII. REGULAR BUSINESS

C. Business Brought Forward by City Staff

1. Public Works

a. Habitat for Humanity – Request for Fee Relief

2. Parks and Recreation

a. Consideration of Request from Alamosa Save the Children and IAL Community Support Team for the StoryWalk® Installation Proposal.

3. City Clerk/Municipal Court

a. Discussion and direction regarding Council vacancy

b. First Reading, Ordinance No. 11-2015, An Ordinance Approving an Intergovernmental Agreement with Alamosa County for Conduct of the November 3, 2015 Coordinated Election.

c. Resolution No. 09-2015, A Resolution to Conduct the Regular City Election Pursuant to the Uniform Election Code

4. City Manager/Legal

a. Motion authorizing the Mayor to sign and accept the Energy Impact Assistance Funds granted by the Department of Local Affairs in the amount of $100,000 for the update to the Comprehensive Plan.

b. Discussion regarding nuisance abatement priorities

D. Committee Reports

E. Staff Announcements

A. CONSENT CALENDAR B

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

1. SLV Brewery Temporary Modification of Premises, September 5-6

COUNCIL COMMENT

ADJOURNMENT

ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION

Subject/Title:
National Health Center Week Proclamation 2015

ATTACHMENTS:

	Description	Type
	NHCW Proclamation	Cover Memo

Valley-Wide
Health Systems, Inc.
Your Health, Our Priority!

National Health Center Week Proclamation 2015

Whereas: For 50 years, America's Community Health Centers have provided high quality, cost effective, and accessible primary and preventative care to all individuals regardless of insurance status or ability to pay.

Whereas: Health Centers serve as the health care home for over 23 million Americans through more than 9,000 delivery sites across the nation. One in every fifteen people living in the United States depends on their services.

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 specific community it serves.

Whereas: As locally owned and operated small businesses, Health Centers serve as critical economic engines helping to power local economies by generating billions of dollars in combined economic impact and creating jobs in some of the country's most economically deprived communities.

Whereas: Health Centers employ more than 11,300 physicians and more than 8,400 nurse practitioners, physician assistants, and certified nurse midwives 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: The Health Center model continues to prove an effective means of overcoming barriers to access including geography, income and insurance status, and in doing so, improves health care outcomes and reduces health care system costs.

Whereas: Health Centers save the entire health system approximately $24 billion annually by managing chronic conditions and keeping patients out of costlier health care settings.

Whereas: Health Centers have worked tirelessly to grow the nation's primary care infrastructure to meet the pressing needs of Americans who still lack access to primary care services, a number that exceeds 62 million nationwide.

Whereas: The demand for Health Centers continues to outpace growth and expansion of the program will be essential to meet the needs of these new patients, as existing Health Centers are already at capacity and many communities lack any primary care services at all.

Whereas: Health Centers remain committed to preserving and expanding access in the communities they serve, ensuring that the promise of coverage is translated into the reality of care.

Whereas: National Health Center Week offers the opportunity to recognize America's Health Centers, their dedicated staff, board members, and all those responsible for the continued success and growth of the program since its creation 50 years ago. During this National Health Center Week, we celebrate the legacy of America's Health Centers and their vital role in shaping the future of America's health care system.

NOW, THEREFORE, I, **Josef P. Lucero**, Mayor of the **City of Alamosa**, do hereby proclaim August 9 through 15, 2015, as National Health Center Week. I encourage every citizen to visit their local Health Center and celebrate the important partnership between America's Health Centers and the communities they serve.

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Josef P. Lucero, Mayor

ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION

Subject/Title:
Approve Minutes of Meeting July 15, 2015

ATTACHMENTS:

	Description	Type
🗋	Minutes of Meeting July 15, 2015	Cover Memo

ALAMOSA CITY COUNCIL
Regular Meeting Minutes

Council Chambers
300 Hunt Avenue, Alamosa, CO
July 15, 2015

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.

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7:00 PM - Regular Meeting

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The Regular Meeting of the Alamosa City Council was called to order on the above date by Mayor Josef Lucero at 7:03 p.m. The Pledge of Allegiance was recited.

II. ROLL CALL

Present at roll call: Mayor Lucero, Councilors Greg Gillaspie, Jan Vigil, Rusty Johnson, Charles Griego, and Ty Coleman. Councilor Stefano previously requested to be excused. Also present: City Manager Heather Brooks, City Attorney Erich Schwiesow, and City Clerk Holly Martinez.

III. AGENDA APPROVAL

It was moved by Councilor Griego and seconded by Councilor Johnson to approve the Agenda as presented.

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

Leslie Martinez spoke regarding the methadone clinic.

Dan McCann spoke regarding financial aspects.

Kristina Daniel spoke in regards to the methadone clinic.

Scott White spoke in regards to street lights on Ross Avenue and the methadone clinic.

Roy Sanchez spoke in opposition to where the methadone clinic will be.

Tom Bobiski spoke in regards to property maintenance in Alamosa.

Creed Deabenzar spoke in regards to substance problems in the Valley.

John Cordero also spoke in opposition to the location of where the methadone clinic will be.

Sandra Goodwin spoke in regards to the drug addiction problem here in Alamosa.

Bill Gurule also spoke in regards to the methadone clinic.

Penny Petty also spoke in regards to the methadone clinic.

B. Follow-Up

Counselor Schwiesow informed the audience that this item is going to be discussed later on in the meeting.

Councilor Johnson asked a question regarding Ross Avenue and what hours the clients are allowed to be out. Kristina Daniel informed Council of what is allowed.

Heather Brooks also informed Council that the Public Works director has been discussing with Xcel to address this issue and cost of the street light on Ross Avenue.

V. CEREMONIAL ITEMS

A. Introduction of New Employee, Nicole Carpenter

Pat Steenburg introduced Nicole Carpenter, who was welcomed by Council.

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.

Councilor Johnson requested C.7.a. be removed from Consent Calendar A.

It was moved by Councilor Griego and seconded by Councilor Johnson to approve Consent Calendar A as amended. The motion carried unanimously.

Councilor Coleman commended staff on the expenditure report and the support of purchasing from local businesses.

C.2.a. Receive June 2015 Expenditure Report

C.8.a. Receive June 2015 Monthly Reports

C.7.a. Approve Minutes of Meeting July 1, 2015

VII. REGULAR BUSINESS

AGENDA APPROVAL

Councilor Johnson asked for clarification regarding the minutes of the July 1, 2015, specific to the plastic bag fee program discussion and the reflection of the minutes that stated the recommendation that was given to staff.

Council discussed this issue and clarified what was discussed. The minutes from July 1, 2015 will reflect the change from what was stated of Council directing staff to moved forward with the program and be amended to state that staff will bring back potential ideas to Council of what the next steps of this process might look like.

Councilor Johnson moved and seconded by Councilor Coleman to approve the minutes of the July 1, 2015 meeting with the amendment. The motion carried unanimously.

A. Presentations from Outside Agencies

1. County Justice Center Presentation

Judge Patti Swift presented to Council information regarding the needs and desires of a new County Justice Center and how it will affect the community and how it would be beneficial as well. She also explained that the current courthouse no longer meets the needs and explained that although they tried to look at other options other than a new court house, there aren't any other options that would work.

Sheriff Robert Jackson presented to Council the facts of the jail as it is now and how the proposed County Justice Center is necessary and would be beneficial to the community.

Councilor Vigil questioned what would happen if the voters do not pass the new propose County Justice Center. Sheriff Jackson stated more than likely what would happen is that the County would end up going bankrupt.

Councilor Griego mentioned that the comments that have been being received are about how the courthouse will no longer be located in the City.

Councilor Gillaspie commented about the need that is there for this.

Councilor Johnson encouraged as public outreach as possible to inform the community of the proposed new County Justice Center and thanked Judge Swift and Sheriff Jackson for their presentation.

2. SLV Beat the Heat

Randy Wright gave a presentation to Council in regards to the SLV Beat the Heat BBQ Challenge.

The BBQ Competition is now in its third year and the City has helped out in the past two years to get this event off and headed towards success. He informed Council of some statistics that the competition is bringing to Council this year; two of the top five teams in the Nation will be here and there are about 30-32 teams registered. He also informed Council of the new events that they have planned this year.

Mr. Wright requested Council to consider a contribution to the sponsorship of the organization in the amount of $5,000.00 to help with costs incurred and keep the event free to the public.

Council further discussed the request and the financial reports and aspects of the event.

Councilor Johnson moved, seconded by Councilor Vigil to sponsor SLV Beat the Heat BBQ Challenge in the amount of $5,000.00. The motion carried 5 to 1, with Councilor Griego casting the no vote.

B. Business Brought Forward by City Staff

1. Public Works

a. Public Hearing, Ordinance No. 9-2015, An Ordinance Amending Section 2-184(e) of Article VI, Chapter 2 of the Code of Ordinances of the City of Alamosa, Modifying Bidding Procedures

Pat Steenburg reviewed this Ordinance with Council, which was introduced on first reading at the previous meeting. He also pointed out that this Ordinance does this amendment does not change the language in the original ordinance that specifies those instances when it is appropriate to grant these preferences. It is not the intent of this amendment nor of the current ordinance to create a situation where these preferences are applied generically across the board on each and every procurement made or contract granted by the City.

Mayor Lucero opened the public hearing at 8:51 p.m. and asked for those wishing to speak on this matter.

Dan McCann spoke in support of this Ordinance.

Georgia Cook spoke in regards to the understanding of this Ordinance.

There being no one else wishing to speak, the hearing closed at 8:55 p.m.

Councilors Vigil and Griego commented on the effect it would have on contractors in and out of the City. Council further discussed this Ordinance.

Councilor Coleman moved and seconded by Councilor Johnson that Ordinance No. 9-2015 be finally adopted. The motion failed 3 to 3.

Councilor Griego moved, seconded by Councilor Gillaspie to adopt Ordinance No. 9-2015 with the amendment of the preference to be 7% for the Alamosa City and Alamosa County and 5% for the rest of the San Luis Valley. The motion failed 3 to 3.

Councilor Vigil moved, seconded by Councilor Griego that the City and County receive 7% and everyone outside the County in the Valley receives 4%. The motion failed 4 to 2.

Councilor Johnsons moved, seconded by Councilor Coleman to do the boundaries the way they are designed in the Ordinance and do the percentages as 7% City, 6% County, 3% San Luis Valley. The motion failed 3 to 3.

The Ordinance will be tabled until a future meeting when there is a full Council to be able to decide what will be done with this Ordinance.

b. Request for the expansion of an Existing Permitted Use by Special Review by Crossroads Turning Points, LLC to allow outpatient substance abuse treatment and detox services (Use Group C-30) in an industrial zone.

Pat Steenburg presented information to Council. Crossroads Turning Points, Inc. has been in continuous operations at their current location, offering detoxification and outpatient treatment services for individuals with substance abuse disorders and co-occuring substance abuse and mental health disorders for over 20 years. Perceiving a local need to offer highly regulated methadone treatments similar to their long time offered services in other areas of the state, they have requested an expansion of their existing Permitted Use by Special Review to allow outpatient only substance abuse treatment and detox services (Use Group C-30) in an industrial zone. This request for expansion has the support of the Planning Commission, the Alamosa Police and Sheriff's Department, and the San Luis Valley Behavioral Health Group.

Councilor Johnson commented on the concern of citizens of this coming to the City and it attracting others from other counties to come in. Council further discussed this issue.

Councilor Griego moved, seconded by Councilor Gillaspie to approve the Request of Crossroads Turning Points, Inc. for the Expansion of an existing Permitted Use by Special Review to allow outpatient substance abuse treatment and detox services (Use Group C-30) in an industrial zone as per the unanimous recommendation of the Planning Commission. The motion carried unanimously.

2. City Manager/Legal

a. Public Hearing, Ordinance No. 08-2015, An Ordinance amending, in part, the established pay plan for City Officers and Employees as referred to in Section 15-2 of the Code of Ordinances, concerning personnel rules and regulations and pay plan for City Officers and Employees.

Heather Brooks reviewed this ordinance with Council.

Mayor Lucero opened the hearing at 10:04 p.m. and asked for those wishing to speaking on this matter.

There being no one wishing to speak, the hearing closed at 10:04 p.m.

Councilors Griego and Johnson commented on the how this was something that needed to be done and that their goal and vision is to treat employees fairly.

Councilor Coleman also commented on how this pay plan will obtain morale and also attract qualified candidates. He thanked staff for the time they put in to working on this.

Councilor Johnson moved, seconded by Councilor Vigil to finally adopt Ordinance No. 08-2015. The motion carried unanimously.

b. Public Hearing, Ordinance No. 10-2015, An Ordinance Amending Article IV of Chapter 16 of the *Alamosa Code of Ordinances,* Adding a New Section 16-84, to Prohibit Human Burial Within the City of Alamosa Other Than in Cemeteries

Erich Schwiesow reviewed this ordinance with Council.

Mayor Lucero opened the public hearing at 10:10 p.m. and asked for those wishing to speak on this matter.

Jan Owen spoke in regards to the ordinance.

There being no one else wishing to speak, the hearing closed at 10:12 p.m.

Councilor Johnson moved and seconded by Councilor Vigil to finally adopt Ordinance No.10-2015 and instruct staff to look into the green burial. The motion carried unanimously.

c. Update on Motorway Project Parking Concerns

Heather Brooks reviewed this item with Council. The discussion with the marketing board regarding parking requirements for changes to the Motorway building began back in July of 2014. Potential cost estimates and regulations were focused on and discussions had continued to be on-going.

The purpose of the initial presentation was to ensure that the group had all available information when making a decision to locate the event center at the Motorway location

Unfortunately, in a recent meeting with representatives, we were informed that the first phase of the project does not include the dedicated parking required to meet code. The group requested a potential work session with City Council and we sent dates for their consideration. More recently it appears that the group provided an update to the County Commissioners where the parking requirements became a key discussion item. With this item gaining more attention, staff felt it was important to make sure City Council was updated on the topic.

Councilor Johnson provided an update to Council what happened at the most recent marketing board meeting. The Marketing Board after a lot of discussion, decided to pursue security property and this is whole concern is non-existent now. Everything has moved forward and the Marking Board is happy to continue working with the City.

C. Committee Reports

None.

D. Staff Announcements

Heather Brooks:

- Informed Council of upcoming meetings.
- Valley communities have been working with ASU in order to improve the cooperation.
- Clarified the discussion of skunks in East Alamosa and that the City does not provide services to East Alamosa. And also clarified that it is property owners who take care of alleys within the city.
- The opening ceremony of the dog park is next week, the City Services fair is also next Wednesday, as well as an Executive Session is scheduled.
- She also informed them a Council Candidate Orientation is coming up.

Pat Steenburg:

- Updated Council on the comments received on the weeds on the highway and the issues with curb and gutters.
- Gave an update regarding 8th Street.
- Gave an update on the process of the purchase of the glass crusher.
  Informed Council of the contract and drawings with an architect for the Cemetery.

Holly Martinez informed Council of the upcoming November 2015 Election. Three positions are up for election (Ward 1, Ward 3, and an At-Large). A Council Candidate Orientation will be held on Monday, August 3, 2015 at 6:00 p.m. The General Election Information has been posted to the City website and will also be sent out by news release to inform the public.

LOCAL LIQUOR LICENSING AUTHORITY ACTIONS

A. CONSENT CALENDAR B

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

Counselor Schwiesow clarified that the Modification of Premises for the Elks is not necessarily complete, as they will still need to obtain a permit for outside dining through the Planning and Zoning Commission.

Councilor Vigil moved, seconded by Councilor Coleman to approve Consent Calendar B as presented. The motion carried unanimously.

1. Alamosa County Chamber of Commerce, Beat the Heat BBQ Challenge, Special Events Permit July 31 and August 1, 2015.

2. Elks Lodge Modification of Premises

COUNCIL COMMENT

Councilor Johnson mentioned about the drug bust that was done with the help of K-9 Officer Samantha.

Councilor Vigil thanked Heinz and his staff for the great maintenance upkeep of the City parks.

Councilor Griego informed Council that he is reapplying for his position on San Luis Valley Water Conservatory. He also informed everyone of an anticipated arts project and commented on the community meeting that was held a couple weeks ago to listen to the community.

Councilor Coleman encouraged participation in upcoming community events.

Mayor Lucero commended Heinz and his staff on their hard work.

ADJOURNMENT

The meeting adjourned at 10:42 p.m.

______________________________ ______________________________

Holly Martinez, City Clerk Josef P. Lucero, Mayor

ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION

Subject/Title:
Permitted Use by Special Review – Request by Crown Castle to Allow The Installation of Additional Telecommunications Equipment on an Existing Tower

Recommended Action:
That Council approve the request of Crown Castle for a Permitted Use by Special Review to allow the installation of additional telecommunications equipment on an existing tower per Planning Commission's unanimous recommendation.

Background:
Crown Castle is requesting a Permitted Use by Special Review to allow the co-location of additional telecommunications equipment on an existing tower located at 702 San Juan Avenue. As a result of technological advances, T-Mobile will be co-locating this new installation to ensure the successful, secure, and ongoing operation of its area wireless communication services. This proposal represents the first example of co-location since the passage of the cell tower ordinance in November of 2014. The applicant has submitted a letter of support from a structural engineer that the tower is capable of safely supporting the additional equipment. This requested installation potentially negates a request for an additional tower and should allow the installation of the additional equipment with minimal adverse aesthetic impact to the community.

Issue Before the Council:
Does Council wish to approve the requested Permitted Use by Special Review?

Alternatives:
Council may approve the requested Permitted Use by Special Review as presented; Council may approve with conditions; or Council may choose to deny the requested expansion with or without referral to the Planning Commission.

Fiscal Impact:
No significant fiscal impact is anticipated.

Legal Opinion:
The City Attorney will be present for comment.

Conclusion:
During the preparation of the cell tower ordinance Council expressed a desire to promote co-location on existing towers to help prevent multiple new single use towers. This request supports Council's vision and desire to encourage healthy competition and robust wireless communication services while protecting the health, safety and general welfare of the citizens of Alamosa.

ATTACHMENTS:

Description	Type

Planning Commission Minutes	Backup Material
Application	Backup Material
Staff Recommendation to Planning Commission	Backup Material

City of Alamosa
Planning Commission
May 27, 2015
6:00 p.m.
Minutes of the Meeting

The regular meeting of the Planning Commission was called to order on the above date at 6:00 p.m. by Chairperson Mark Manzanares. Present were the following members: Shirley Adcock, Ferris Bervig, Debbie Clark, Barbara Kruse and Don Martinez. Excused: Robert McWhirter. A quorum was declared. Staff present: Pat Steenburg, Harry Reynolds and Julie Scott.

Agenda Approval: M/S/C. Kruse, Clark. Motion was made to approve the agenda as presented. (Unanimous)

Approval of the Minutes: M/S/C. Clark, Adcock. Motion made to approve the minutes of the April 22, 2015 meeting as presented. (Unanimous)

Regular Business - Conduct Public Hearings

Zoning Issues –No applications received.

Planning Issues

The request of Regas Chefas for approval of a final plat. The property affected is River Trece 2, Phase 5, located in the S.E. ¼ of Section 32, Township 38 North, Range 10 East, N.M.P.M., City of Alamosa, Alamosa County.

The public hearing opened at 6:03 p.m.

Manzanares: Who would like to step forward speak for this proposal? State your name and address.

Russell: Dan Russell, Russell Surveyors, 6820 State Hwy 17, I am representing Regas Chefas on this request. What we are looking at is a continuation of the River Trece development approved in the 1990's. There are eight lots; this is a cul de sac. Water and sewer are already in; there will be pavement, curb and gutter installed. It's pretty straight forward, it follow the plan we've been following all along. I can entertain any questions you might have.

Manzanares: Thank you. Is there anyone else that would like to speak for this? Against? We will close the public hearing.

The public hearing closed at 6:04 p.m.

Manzanares: One thing I would like to recommend is before the City takes ownership of the improvements is that a postal box is installed for each resident by the developer. This is based on personal experience; there is not enough for the residents. We just got them. It would be nice for the owner. I know Regas got right on it when he was made aware of it. It's one of those details that tend to get overlooked. There are people out there that have gone for a year.

Steenburg: That is completely out of our jurisdiction, I don't think we can put a stipulation on the motion concerning that. We can suggest it.

Russell spoke from the audience that it would be addressed.

Clark: And the street signs seem to be confusing and missing in that area.

Steenburg: We will take a look. That's usually done as part of the subdivision improvement agreement. The street contractor installs the first ones and we maintain them after that.

Manzanares: Street lights; are there enough? On Mimi Lane there doesn't seem to be enough.

Steenburg: Street lights are typically installed at each corner and one at the end of the cul de sac, depending on the length of the cul de sac.

Manzanares: Okay, thank you. Is there a motion?

M/S/C. Kruse, Adcock. Motion made to recommend approval of the final plat as presented. The property affected is River Trece 2, Phase 5, located in the S.E. ¼ of Section 32, Township 38 North, Range 10 East, N.M.P.M., City of Alamosa, Alamosa County. (Unanimous)

Next Item:

The request of Crown Castle for a Permitted Use by Special Review to allow modifications of an existing cell tower. The property affected is Lots 1-8 inclusive, Lots 25-32 inclusive, Block 61, City of Alamosa, Alamosa County also known as 702 San Juan Ave.

The public hearing opened at 6:09 p.m.

Manzanares: Is there someone to speak? Please step up to the podium and state your name and address.

Mc Garey: Mark Mc Garey, 2803 Birch Row, Englewood. Good evening staff and commissioners, I am pinch hitting here for Michele who is ill and in the hospital. I've worked with Crown a number of years and will try to muddle through this as best as I can. In terms of the site, forgive me if I need to refer to the notes. As the chairman indicated, Crown would like a permitted use to add additional antennas to the existing monopole tower behind the Green Spot. T mobile would like to add 6 antennas and five remote radio units at the 43'centerline. I can answer any questions you might have.

Manzanares: Thank you. Is there anyone else that would like to speak for this request? Against? Step up to the podium and state your name and address please.

Billings: James Billings, I own 720 San Juan. I've been in touch with Michele Williams and Crown Castle since March 30th. I bought Mayflower building on foreclosure and 720 came with it. I have been in contact by email and phone and haven't got very far on negotiating a new contract. I would like the council to put this on hold and not allow them to continue until they renegotiate the lease with my company, JT Properties.

Manzanares: Thank you. Anyone else that would like to speak against this request? We will close the public hearing and open it up to questions.

The public hearing closed at 6:10 p.m.

Manzanares: Are you aware of Mr. Billings' concerns?

Mc Garey: Yes, Mr. Chairman and Commissioners, certainly Crown is interested in working with the property owner and that our rights are secure and happy with the arrangements. Crown legal team is looking into the situation and the process takes a bit of time. We feel like we have a valid lease. The original lease was not recorded. Crown secured these tower sites after the original development. We certainly want to work with the property owner on the lease. But we feel the land use issue before you is separate from this. The tower has been there for a number of years and Crown would like to stay in good standing with the City. The track record and history of the property is going to take a bit of time. We will work diligently with the land owner on the lease but feel this should not hold up the tower modifications. Should we not come to an agreement and the lease is invalid, then the tower comes down if we can't come to terms. From that perspective we'd like to continue.

Manzanares: My feeling is this issue lies with the owner. Pat, your thoughts?

Steenburg: You will make a recommendation to council for approval or denial of a permitted use by special review for modification of the existing tower they will hear this at the first meeting in July. I would recommend that you make your recommendation with the lease issues being ironed out. I wouldn't let it drive your decision. It's fostering co location on the tower. And let's utilize the towers that we have if you feel the need to put a condition on a perfected lease. If the lease is not good the tower goes away regardless of the new antennas are on it or not.

Bervig: Crown Castle owns the tower and the lease was with the previous owner. You have had no contact with Crown Castle?

Billings: I haven't heard from them in about 3 weeks. And according to my attorney and Community Banks, the lease is gone it was foreclosed on. When I purchased the foreclosed property I scanned all the documents and sent them to Michele at Crown Castle and they know I am the new owner. They say it is a timely and lengthy matter.

Steenburg: I would recommend that they resolve the lease issues before the hearing at City Council on July 1st.

Bervig recommended working with the owner since co location is exactly what the City recommends on towers.

Clark requested clarification on the ice bridge.

Adcock questioned if the recommendation was made with the contingency what would occur if that agreement wasn't made.

Steenburg said the city attorney would be consulted.

For the record, there technical difficulties with the recording during the discussion.

After further discussion regarding the foreclosure and lease the following recommendation was made.

M/S/C: Adcock, Kruse. Motion made to recommend approval of the request of Crown Castle for a Permitted Use by Special Review to allow modifications of an existing cell tower contingent upon an agreement being reached with the owner and the applicant. The property affected is Lots 1-8 inclusive, Lots 25-32 inclusive, Block 61, City of Alamosa, Alamosa County also known as 702 San Juan Ave.(Unanimous)

Other Business:

Ruthie Brown, owner of the Green Spot wanted to voice her concerns regarding the La Puente aluminum can recycling center that was proposed at the March 25th meeting and continued. She is 100% against it. They also do not need a garage for them to work on vehicles. Trash is a concern and she feels it should be located at the City recycling yard not bordering the residential neighborhood.

Scott White was also present to make Planning Commission aware of his opposition to the project reiterating his position on the proposal as he had previously stated during the public hearing held March 25th.Trash was his biggest concern. He feels there are a lot of issues and is not impressed with communication from La Puente.

Planning Commission made them aware there will be another hearing because it was continued.

Adcock requested that staff check on lighting at the south end of Ross Ave. in the vicinity of Community Corrections.

Martinez also requested that staff check on the lighting in the Washington Addition.

There was also a question on vehicles being parked and not moving and time limits, specifically on Main St.

There was a question of the path being constructed in the River Trece area.

Ms. Brown wanted the Commission to be aware of the Society Hall project and the June 14th open house and extended the invitation to all commission members.

Correspondence: Distributed.

After no further business, the meeting was adjourned at 6:40 p.m.

Respectfully submitted,

Julie Scott

Julie Scott
Recording Secretary

858506 TMO

Print Form

CITY OF ALAMOSA
APPLICATION FOR PERMITTED USE BY SPECIAL REVIEW

1. Name of ~~property owner(s)~~ tower owner-Authorized Rep: Crown Castle - Authorized Representative
2. Mailing address of ~~property owner(s)~~ authorized Rep: 116 Inverness Dr. E. Ste 280 Englewood, CO 80112
3. Phone number/E-mail: 847-354-0085 MichelleWilliams@crowncastle.com
4. Applicant information if different form owner. Attach Power of Attorney.

   Name:

   Address:

   Phone:
5. Legal description of property: Attached Parcel 541310301004
6. Street address of property: 702 San Juan Ave Alamosa, CO 81101
7. Zoning of property: CB- Commercial Business
8. Describe proposed use in detail. T-Mobile installing (6) new antenna & (5) Remote Radio Units on existing tower at 43' Centerline
9. Attach a list of adjacent property owners names and addresses for notification. (Available at County Assessors Office) (Attached)
10. E-mail an electronic file of attached site plan to: engineer@cc.alamosa.co.us
11. Attach time schedule for development.
12. Enclose application fee of $50.00 non-refundable.

OWNER(S)

N/A

Signature(s)

Print Name Date

APPLICANT(S)

[signature]

Signature(s)

Michelle Williams 4/30/15

Print Name Date

Crown Castle Authorized Representative

GATEWAY TO THE GREAT SAND DUNES

ALAMOSA

Memo

To: Planning Commission Members
From: Harry Reynolds, Building Official/ Zoning Administrator
Subject: Permitted Use, 702 San Juan Ave
Date: May 20, 2015

I have reviewed the proposed permitted use to allow additional telecommunication equipment on an existing tower. The tower structure will not change; the applicant would like to add additional antennas at 43' from the ground, on the lower section of the tower. The applicant has submitted a letter of support from a structural engineer stating that the tower is in good condition and capable of adding additional equipment. My recommendation is to approve this application as it promotes colocation of carriers with little aesthetical impact on the community.

ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION

Subject/Title:
Habitat for Humanity – Request for Fee Relief

Recommended Action:
That Council enter into an agreement for services with San Luis Valley Habitat for Humanity in the amount of $2,937. This amount reflects the cost of the building permit and the sewer and water taps for their current project at 1520 Ross Avenue.

Background:
Habitat for Humanity is a nonprofit, ecumenical Christian housing ministry building simple, decent homes in partnership with those in need of affordable housing. This service is provided to local families who can prove a strong history of steady monthly income between $1,100 and $1,600, depending on family size, for the previous two years through the provision of 0% interest mortgages. They typically build one new home per year and their funding is heavily based on donations and grants. We have waived these fees in the past in an effort to further their vision to help provide homes to those who may not otherwise be able to obtain affordable housing.

Issue Before the Council:
Does Council wish to support SLV Habitat for Humanity in this way?

Alternatives:
Council may approve the requested fee relief as presented, Council may approve a percentage of the requested relief, or Council may deny the request in its entirety with or without providing staff further guidance.

Fiscal Impact:
The building permit cost is $437 from the general fund. The water and sewer tap and plant investment fees are $2,500 from the enterprise fund.

Legal Opinion:
The City Attorney will be present for comment.

Conclusion:
The City will forego some revenue if this action is approved to support the construction of a new home for lower income residents in the city of Alamosa.

ATTACHMENTS:

Description	Type
Letter of Request	Backup Material

San Luis Valley
Habitat for Humanity®

P.O. Box 1197 | Alamosa, CO 81101 | phone 719.589.8678

City of Alamosa, Dept of Public Works
P.O. Box 419, 300 Hunt Ave
Alamosa, CO 81101
July 14, 2015

Dear Pat Steenberg,

Since our affiliation over 20 years ago, Habitat for Humanity has provided low-income families with a simple, decent place to call home. All our efforts in affordable housing are made possible through the generous donations of labor, funds, land and resources.

Our current building project is located at 1520 Ross Ave. San Luis Valley Habitat for Humanity would like to request make a Request for Reimbursement in the amount of $2,937 for sponsorship of the Building Permit and Sewer & Water Tap Fees for the home at 1520 Ross Ave. This home will provide a family with the dream of homeownership they never thought possible.

Applicant Families have been unable to obtain a traditional mortgage through lending institutions and have incomes within 25%-60% of the area median, averaging $1,200 each month for a family of 4. Habitat Mortgages are no-profit and 0% interest. Habitat Families make their house payments based on 25% of their monthly income. Habitat for Humanity homes are constructed with volunteer labor and the applicant families. Beyond the home construction, Habitat Families also contribute time and effort to help the organization develop and expand. All monthly mortgage payments are put into a "Fund for Humanity" to build the next Habitat Home with another family.

While addressing the need for affordable housing in our community, Habitat also offers life giving experiences to families and volunteers. Working alongside the Habitat Families who will live in the houses, volunteers tell us they have received so much more than what they are giving to the community. For the Families, building a home one never imagined one could or would do, is a life changing and empowering experience.

We truly appreciate your support for affordable housing in the consideration of our proposal.

Most Sincerely,

Audrey Liu,
Executive Director
audrey@slvhabitat.org

ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION

Subject/Title:
Habitat for Humanity – Request for Fee Relief

Recommended Action:
That Council enter into an agreement for services with San Luis Valley Habitat for Humanity in the amount of $2,937. This amount reflects the cost of the building permit and the sewer and water taps for their current project at 1520 Ross Avenue.

Background:
Habitat for Humanity is a nonprofit, ecumenical Christian housing ministry building simple, decent homes in partnership with those in need of affordable housing. This service is provided to local families who can prove a strong history of steady monthly income between $1,100 and $1,600, depending on family size, for the previous two years through the provision of 0% interest mortgages. They typically build one new home per year and their funding is heavily based on donations and grants. We have waived these fees in the past in an effort to further their vision to help provide homes to those who may not otherwise be able to obtain affordable housing.

Issue Before the Council:
Does Council wish to support SLV Habitat for Humanity in this way?

Alternatives:
Council may approve the requested fee relief as presented, Council may approve a percentage of the requested relief, or Council may deny the request in its entirety with or without providing staff further guidance.

Fiscal Impact:
The building permit cost is $437 from the general fund. The water and sewer tap and plant investment fees are $2,500 from the enterprise fund.

Legal Opinion:
The City Attorney will be present for comment.

Conclusion:
The City will forego some revenue if this action is approved to support the construction of a new home for lower income residents in the city of Alamosa.

ATTACHMENTS:

Description	Type
Letter of Request	Backup Material

San Luis Valley
Habitat for Humanity®

P.O. Box 1197 | Alamosa, CO 81101 | phone 719.589.8678

City of Alamosa, Dept of Public Works
P.O. Box 419, 300 Hunt Ave
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July 14, 2015

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While addressing the need for affordable housing in our community, Habitat also offers life giving experiences to families and volunteers. Working alongside the Habitat Families who will live in the houses, volunteers tell us they have received so much more than what they are giving to the community. For the Families, building a home one never imagined one could or would do, is a life changing and empowering experience.

We truly appreciate your support for affordable housing in the consideration of our proposal.

Most Sincerely,

Audrey Liu,
Executive Director
audrey@slvhabitat.org

ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION

Subject/Title:
Consideration of Request from Alamosa Save the Children and IAL Community Support Team for the StoryWalk® Installation Proposal.

Recommended Action:
Staff recommends that City Council consider the request from Save the Children/IAL Community Support Team for installing a StoryWalk® feature near City Hall.

Background:
The local Save the Children program was given an "Innovative Approaches to Literacy" or IAL grant. This two-year grant is meant to "support high-quality programs designed to develop and improve literacy skills for children and students from birth through 12th grade in high-need, local educational agencies and schools." Azeneth Heredia, local Save the Children Program Specialist/Community Literacy Manager, was charged with putting together an IAL Community Support Team made up of local community members from all walks of life. One part of the grant specifies "Community Engagement" and requires support for the Community Literacy Manager (Azeneth Heredia) through the following:

- Linkage between our core activities and local school and community
- Engage parents, local leadership & stakeholders
- Community Literacy Asset Map
- Help schools embrace opportunities to improve literacy outcomes
- Increase use of local library resources

The grant specifies at least one major early literacy project must be completed by the <u>end of September</u> of this year. The IAL Community Support Team would like to make a StoryWalk® around City Hall along the walking paths their main project.

A StoryWalk® is a fun, educational activity that places a children's story (literally a book taken apart) along a popular walking route in the community. This project was conceived as a way to inspire parents, teachers, and caregivers to take young children out of doors for physical activity and to learn. StoryWalk® helps build children's interest in reading while encouraging healthy activity for both adults and children. The books will be changed out over time to keep the project exciting and fresh. The Community Support Team also hopes to have future installations in other parts of the community with potential sites including the elementary school and Tierra Nueva among others.

The IAL Community Support Team plans on engaging organizations, businesses, and individuals in the community by having them sponsor posts and portions of the StoryWalk® project. Their vision is to make something of quality and class that can be a permanent part of City Hall.

The Library Advisory Board voted at their July 28th meeting to support the StoryWalk® Installation Proposal.

Issue Before the Council:
Does Council support the proposed StoryWalk® installation near City Hall?

Alternatives:

- Council can agree to support the project as outlined or decline the proposal.
- Council can provide direction to change aspects of the project.

Fiscal Impact:
This project will be paid for by Save the Children through their IAL grant and acquiring community sponsors. The City would provide in-kind support through the use of Parks staff when installing the signs.

Legal Opinion:
City Attorney will be present for comment.

Conclusion:
Combining physical activity with literacy may seem like an odd mix, but it's an innovative way to get people of all ages out walking and reading children's picture books.

ATTACHMENTS:

	Description	Type
	StoryWalk® Installation Proposal Background Information	Backup Material

StoryWalk® Installation Proposal

Prepared By: Becky Steenburg, Children's Librarian and IAL Community Support Team Member
Date: 7/1/15

Background:

Our local Save the Children program has been given an "Innovative Approaches to Literacy" or IAL grant. This is a two-year grant which began in January 2015 is meant to "support high-quality programs designed to develop and improve literacy skills for children and students from birth through 12th grade in high-need, local educational agencies and schools."

As part of our local appropriation, Azeneth Heredia, local Save the Children Program Specialist/Community Literacy Manager, has been charged with putting together an IAL Community Support Team. This team is to be made up of local community members from all walks of life. One part of the grant specifies "Community Engagement" and requires support for the Community Literacy Manager (Azeneth Heredia) through the following:

- Linkage between our core activities and local school and community
- Engage parents, local leadership & stakeholders
- Community Literacy Asset Map
- Help schools embrace opportunities to improve literacy outcomes
- Increase use of local library resources

The IAL Community Support Team put together a free event during Summerfest in support of early literacy that included activities that promoted Literacy and the Alamosa Public Library's Summer Reading Program. We gave away 500 books and raffled 15 Literacy prizes to children and families during this event.

The grant specifies at least one major early literacy project must be completed by the end of September this year. The community support team would like to make a StoryWalk around the south end of City Hall along the walking path their main project.

Overview:

A StoryWalk® is a fun, educational activity that places a children's story (literally a book taken apart) along a popular walking route in the community. This project was conceived as a way to inspire parents, teachers, and caregivers to take young children out of doors for physical activity and to learn. StoryWalk® helps build children's interest in reading while encouraging healthy activity for both adults and children. For more information on this type of project, visit http://www.bostonchildrensmuseum.org/storywalk

This image is from NorthWest Kansas Library System

Method:

The IAL Community Support Team would like to engage organizations, businesses, and individuals in the community by having them sponsor posts and portions of the StoryWalk project. Research shows that many libraries, parks, children's museums, and other organizations have done this project in a huge variety of ways. Our vision is to make something of quality and class that can be a permanent part of City Hall. We would request community stakeholders to participate in sponsoring posts, and all the posts would be made of quality materials.

The books can be changed out over time to keep the project exciting and fresh. We also hope to have future installations in other parts of the community. Potential site ideas include the elementary school and Tierra Nueva among others.

According to this document from Boston Children's Museum, which is designed to inform their area communities on how they can use the Museum's

StoryWalk book installations, http://www.bostonchildrensmuseum.org/sites/default/files/pdfs/rttt/storywalk/storywalk_v3web.pdf most stories need around 30 stakes. See this quote: "What are the requirements for offering StoryWalk in my community? StoryWalk books come with a start page and an end page that include a statement about the creation, development, and sponsorship of StoryWalk. It is suggested that you use these pages on each StoryWalk. In your marketing and advertising for the event, you must use the registered trademark symbol with the word StoryWalk. You will also need about 30 stakes for your StoryWalk. See the question, "How do I set up a StoryWalk outdoors?" to secure the stakes."

We can put as much or as little space between the posts as we wish. It's a fairly flexible project. Our thought at City Hall was to start at the southeast corner of the round-about and wind the installation around the gravel path that leads between City Hall and the train ending it around the back side of City Hall near the southeast corner of the asphalt path in the park.

See attached documents from www.letsgo.org which give a great overview of the project origin, mission, how-to's, and suggested titles.

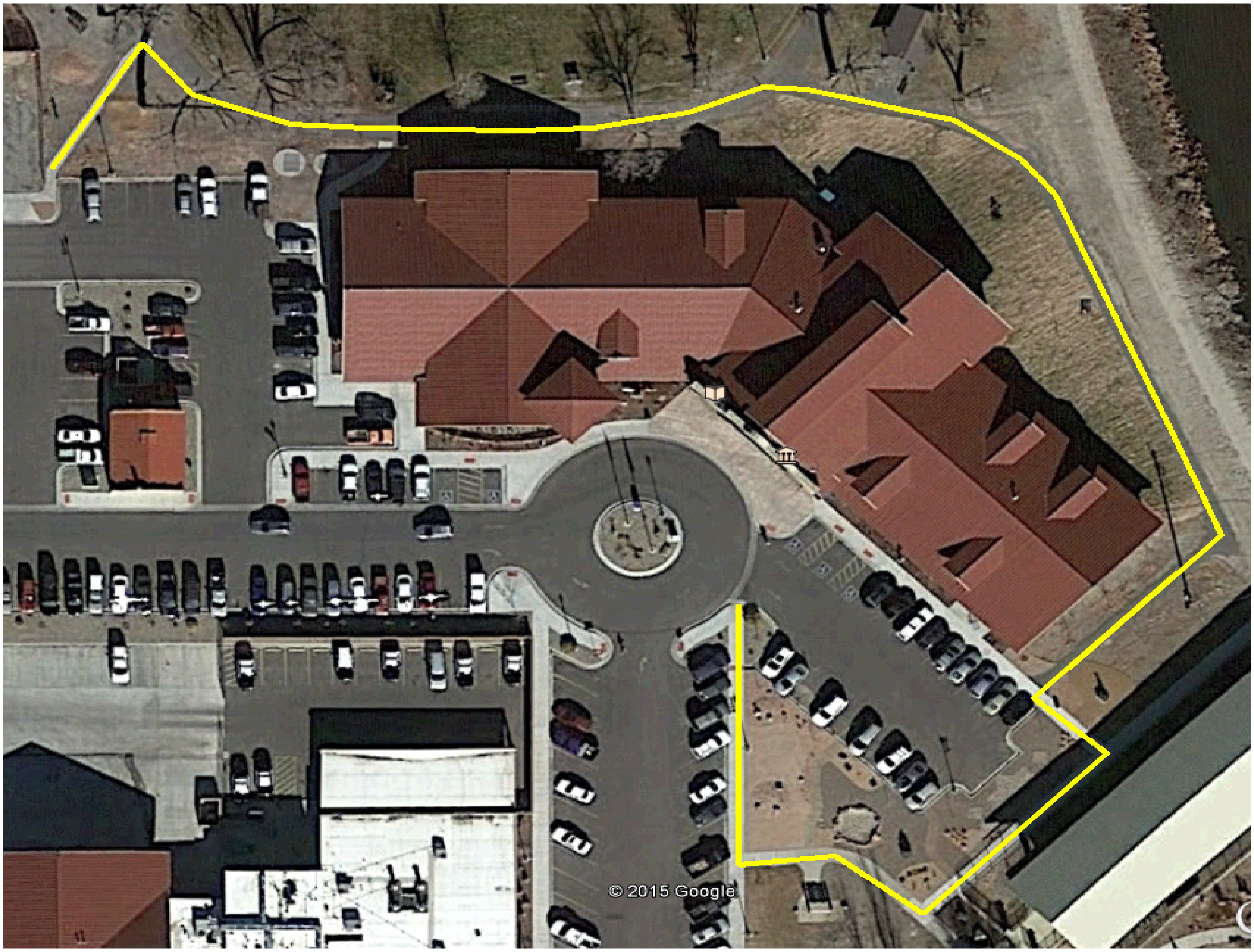
Our timeline for this project is fairly short. We need to have a major project done by the end of September, so that is our goal for this project. The first step, however, is to get approval and support for the City Hall installation by the City of Alamosa. Azeneth and Becky would like to work with City Hall staff on this project and when appropriate, present it to Council.

Contacts:

Save the Children Program Specialist and Community Literacy Manager – Azeneth Heredia: aheredia@savethechildren.org, 719-480-5824

StoryWalk Project Coordinator – Becky Steenburg, Children's Librarian: rsteenburg@ci.alamosa.co.us, 719-588-2714

These are examples of the kinds of signs we would like to consider using. The one on the right is from http://www.vackersign.com/Signs+for+Parks+and+Trails



This is the envisioned layout with the starting and ending points being very flexible. Of course, posts can be adjusted for a better distance in between as well as for avoiding any underground utilities. 32 posts should give us plenty for the introductory sign as well as book pages and the ending "thank you" sign.

Interested in Creating Your Own StoryWalk™? The StoryWalk™ Project FAQ

Here are some frequently asked questions and answers about the process of creating your own StoryWalk™ adapted from the Vermont Bicycle & Pedestrian Coalition's website, www.vtbikeped.org.

What is required of me if I would like to offer StoryWalk™ in my community?

Please use the name StoryWalk™ and include the following statement in all promotion of the project: *The StoryWalk™ Project was created by Anne Ferguson of Montpelier, VT and developed in collaboration with the Vermont Bicycle & Pedestrian Coalition (VBPC) and the Kellogg Hubbard Library.*

What are some examples of the costs involved?

If you want to create a StoryWalk™ yourself, here are the approximate costs for the way the VBPC makes them:

- 3 copies of each book (2 for mounting, one for damage repair/replacement); books cost between $7 and $17 each so that can range from $25 to $50.
- Lamination costs about $1per page for 5 ml- a range of $25 to $40, for 10 ml – a range of $40 - $80 for each book depending on its length.
- Stakes (good ones that don't splinter, aren't heavy, won't break easily) cost close to $1 each - most books need about 30.
- Sticky backed industrial strength Velcro to hold the books onto the stakes cost about $15 that will accommodate a 30 page book.
- Not including tape and staples (if not using Velcro), and labor (which is the most costly) to assemble and mount the books, costs run about $100 - $150 per book.

What basics should I know about preparing the books?

In general, use 10 ml lamination sheets and reinforce the staple path with fiber tape, (or use Velcro) and use four foot mahogany stakes, (they are stronger and lighter than pine). Each page is mounted on card stock with the page number and contact info on the back of each page.

What about copyright laws?

The books cannot be altered in any way and the pages cannot be scanned or reproduced without permission from the publisher. They *can* be mounted on card stock and laminated. It's good practice to make a point of purchasing new books, not taking donations or buying used books, in order for the writers and illustrators to get full benefit. Try to buy your supplies from local businesses as a great way to support your community.

How do you select a book for The StoryWalk™ Project?

Selection of books focuses on minimal text, finding illustrations that don't cross the center of the book, and have a great story line. Smaller books work best for this project. Look for books that can be used in different seasons and that incorporate movement of some kind. Below you will find some examples of books that have worked well for the VBPC. *You might also check out the Healthy Eating and Physical Activity Book lists included in this toolkit for some great 5-2-1-0 friendly stories! Our StoryWalk's have separate story-relevant "movement" cards e.g. hop like the frog in the story to the next page, that are placed throughout the StoryWalk to encourage children to exercise their bodies as well as their minds!*

Continued on next page…

...continued from previous page

- **Gossie** by Olivia Dunrea
- **If You Give a Pig a Pancake** by Laura Numeroff
- **The Dot** by Peter Reynolds
- **Leaves** by David Ezra Stein
- **Olivia** by Ian Falconer
- **A Hat for Minerva Louise** (with Spanish translation) by Janet Stoeke
- **Whoever You Are** by Mem Fox
- **Sheep Take a Hike** by Nancy Shaw
- **Rail Trail Alphabet Adventures** by Carolyn Siccama
- **South** by Patrick McDonnell
- **Over in The Meadow** Illustrations by Ezra Jack Keats
- **Corduroy** by Dan Freeman
- **I Took My Frog to the Library** by Eric Kimmel
- **A House for Hermit Crab** by Eric Carle
- **Tracks in the Snow** by Wong Herbert Yee

How far apart do you space the pages?

That depends on the length of the route available, the number of forks or intersections it has and the number of pages in the book. Make sure that the readers know where to find the following page, it is best if the next page can be seen. About 40 paces or so seems like a good distance between pages. The VBPC has found that a half-mile total distance works well for small children.

What suggestions do you have for someone interested in creating The StoryWalk™ Project in his or her town?

Start by finding some other like-minded people to work with on this project. The VBPC work well as a team and offer different perspectives and experiences. This project combines the benefits of physical activity, time outdoors in nature, literacy, and family time. Because of that, many community partners are interested in it and it lends itself well to funding from different sources. Try to involve other members of the community in the project in different ways; it lends itself to creative adaptations. Here are some ways the VBPC worked with their community: a senior center group translated a book into French, a high school Spanish class translated one as well, and a children's nature center was inspired to write and illustrate their own books. The possibilities are endless!

For more information on the StoryWalk™ Project and creating your own StoryWalk™, contact Anne Ferguson at storywalkvt@yahoo.com, Nancy Schulz at nancy@vtbikeped.org, or Rachel Senechal at rysenechal@kellogghubbard.org. For more information on borrowing a StoryWalk™contact the Let's Go! Home Office at info@letsgo.org or at 207.662.3734.

Adapted from **The StoryWalk™ Project FAQ** found at http://www.vtbikeped.org/index.php?option=com_content&view=article&id=83:the-storywalk-project-faq-&catid=17:current-from-the-coalition&Itemid=89

ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION

Subject/Title:
Discussion and direction regarding Council vacancy

Recommended Action:
Staff recommends that Council discuss the vacancy created in Ward 2 with the resignation of Councilor Johnson and provide direction to staff regarding a potential appointment.

Background:
Councilor Johnson submitted the attached resignation letter July 27th, which created a vacancy for Ward 2. Per the Code of Ordinances, "*Vacancies in the Council, and in the office of Mayor, shall be filled by the Council for a period extending to the next regular election, at which time a successor shall be elected for the unexpired term*." The timing of Councilor Johnson's resignation will allow the registered voters of Ward 2 to elect his successor to finish the remaining two years of his unexpired term this November during the regular election. Staff has included information related to this vacancy in the general educational information intended to inform residents of the upcoming election.

Depending on the certification of the results of the November election, elected representatives will assume office either the last meeting of November or the first meeting in December. With Councilor Johnson's resignation, Council will have a vacancy for about 4 months. With the last vacancy created by the election of Councilor Lucero to Mayor, Council utilized the following process: advertisement of vacancy, submission of Letters of Interest, and interviews of interested candidates. The process lasted about 45 days.

Also attached for Council discussion is the list of committee assignments.

Issue Before the Council:
Does Council wish to appoint a representative from Ward 2 until the successor assumes office?

Alternatives:
Council can decide to leave the vacancy open or appoint a representative utilizing whatever process it deems appropriate.

Fiscal Impact:
There is no significant financial impact from making an appointment.

Legal Opinion:
The City Attorney will be present for questions.

Conclusion:
With the resignation of Councilor Johnson, Council should decide if it wishes to appoint a representative from Ward 2 until the successor can assume office following the November election.

ATTACHMENTS:

	Description	Type
	Resignation Letter	Backup Material
	Committee Assignments	Backup Material

July 27, 2015

Dear Fellow Council Members:

It is with a heavy heart I submit to you this letter of resignation of my seat on the Alamosa City Council. My resignation is effective immediately.

Part of the reason behind the timing of my resignation is to allow the citizens of Alamosa to select my replacement, for the remaining two years of my term, in the 2015 election.

As you know, and as we have discussed, I am currently enduring many changes in my personal and professional life. I am in need of schedule flexibility allowing more time with my family and also time in Pueblo to appropriately manage properties I own there. While I'll remain a resident of Alamosa my time away from the city will be significant. So much so, I don't believe I can provide the level of representation the citizens that elected me deserve.

I strongly believe to be an effective city leader we must be actively involved and available to our constituents. The uncertainty of the time and effort required to complete this process is the reason for this decision. For a period of time, as I see it, I won't be able to fulfill that obligation to the standards I have set for myself.

During my tenure, I've enjoyed being part of many positive improvements for the city and community. I've found great pleasure in my work on various boards and with a variety of groups. I believe in servant leadership and fully committing myself to any challenge I undertake. I hope and intend to serve the community in some capacity in the future once I get through the challenges I'm currently facing.

It's been an honor to work with the citizens, council and the dedicated staff of the City of Alamosa. This was a difficult decision to make but one in the best interest of my family, the city and myself.

Respectfully Submitted,

Rusty Johnson

2015 Council Committee Assignments
With Meeting Details

Airport Board of Control
Contact Name
PO Box 328
Alamosa, CO 81101

Charlie Griego
Greg Gillaspie (Alt)

Meets: 4th Thursdays 8:30 a.m. Airport
Council Member Votes

Tree Board
Heinz Bergann
PO Bix 419
Alamosa, CO 81101

Michael Stefano
Charlie Griego (Alt)

Meets: 1st Wednesdays 12:00 p.m. City Hall Conference Room

Fire Pension Board
Don Chapman
PO Box 419
Alamosa, CO 81101

Mayor (by State Statute)
Finance Director (State Statute)
3 others appointed by Council

Meets: Annually or as needed
Council Member Votes

Golf Board
Jonathan Atencio
Alamosa, CO 81101

Michael Stefano
Greg Gillaspie (Alt)

Meets: 3rd Thursday 4:00 P.M. Cattails Golf Course Club House

Intergovernmental Affairs/Legislative
Heather Brooks
PO Box 419
Alamosa, CO 81101

Mayor
Charlie Griego (Alt)

Meets: as needed

Recreation Advisory Board
Heinz Bergann
PO Box 419
Alamosa, CO 81101

Mayor (by Charter)
City Manager (by Charter)
Charlie Griego
Greg Gillaspie (Alt)

Meets: 2nd Thursdays (Bi-monthly) at 11:30 A.M. Rec Center
Council Members & Staff Vote

SLV DRG
Mike Wisdom
PO Box 300
Alamosa, CO 81101

Ty Coleman
Greg Gillaspie (Alt)

Meets: Last Monday of the month 5:00 P.M.
Council Member Votes

Senior Citizens
Dorothy VanTreese
PO Box 1007
Alamosa, CO 81101

Michael Stefano
City Manager (Alt)

Meets: 2nd Tuesdays 10:30 a.m. Senior Center

Alamosa Capital Leasing Corporation
Amanda Valdez
PO Box 419
Alamosa, CO 81101

Mayor (by by-laws)
Charlie Griego (Alt)

Meets: As needed
Council Member Votes

Library Board
Heinz Bergann
PO Box 419
Alamosa, CO 81101

Greg Gillaspie
Rusty Johnson (Alt)
City Manager

Meets the 4th Tuesday(Bi-monthly) at 5:30 P.M. Jury Conference Room
Council Member and Staff Vote

Marketing Board
Jaimie Greeman
610 State Avenue
Alamosa CO 81101

Rusty Johnson
Greg Gillaspie (Alt)

Meets: 2nd Thursdays 6:00 P.M. Depot

School Board
Bev Boyce
209 Victoria
Alamosa, CO 81101

Jan Vigil
Michael Stefano (Alt)

Meets: 1st and 3rd Mondays 7:00 p.m. School District Admin Building

Council of Governments | Mayor
DRG

Meets: As needed
Council Member Votes

Any water related subjects | Charlie Griego
Ty Coleman (Alt)

Alamosa Housing Authority
Contact | Ty Coleman
213 Murphy Drive
Alamosa, CO 81101

Meets: Last Wednesday of every month 11:00 a.m. Alamosa Housing Authority

ASU Student Government | Jan Vigil
Erin Numburger | Ty Coleman (Alt)
208 Edgemont Blvd.
Alamosa, CO 81101

Meets: 1st and 3rd Mondays at 6:00 p.m.

Historic Preservation | Rusty Johnson
Pat Steenburg | Jan Vigil (Alt)

Economic Development Committee | Ty Coleman
Heather Brooks | Rusty Johnson
City Manager
Other Staff as Appointed

Meets: As needed

Comprehensive Plan Committee | Charlie Griego
Heather Brooks | Michael Stefano
Shirley Adcock- P&Z Member
Robert McWhirter- P&Z Member
City Manger
Public Works Director

Meets: As needed

Community Corrections | Mayor
Pat Stanford | Police Chief

2015 Staff Assignments
With Meeting Details

CDOT STIP Committee	City Manager
DRG	Public Works Director
PO Box 300	
Alamosa, CO 81101	
Meets: as needed	
SLV Regional Solid Waste Authority	Public Works Director
Cheryl Gurney	
PO Box 861	
Monte Vista, CO 81144	
Meets: 4th Tuesday 8:30 a.m. landfill office	
ACEDC	
Randy Wright	City Manager
610 State Avenue	
Alamosa, CO 81101	
Meets: 3rd Thursday of every month 12:00 p.m.	
Criminal Justice Coordinating Committee	Police Chief
Judge Swift	City Manager
LaPuente Board of Directors	
Lance Cheslock	Pat Steenburg (appointed by CM)

ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION

Subject/Title:
First Reading, Ordinance No. 11-2015, An Ordinance Approving an Intergovernmental Agreement with Alamosa County for Conduct of the November 3, 2015 Coordinated Election.

Recommended Action:
Introduce the Ordinance on first reading and set a public hearing for Wednesday, August 19, 2015.

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 3, 2015 coordinated election?

Alternatives:
1. Introduce the ordinance on first reading and set a public hearing for August 19, 2015.
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 can even be located.

Fiscal Impact:
Conducting a coordinated election is included in the 2015 budget. Conducting 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.

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. Approving the IGA will continue the history the City has had in conducting its election in this manner.

ATTACHMENTS:

	Description	Type
🗋	Ordinance No. 11-2015	Ordinance
🗋	IGA Coordinated Election 2015	Backup Material

ORDINANCE NO. 11, 2015

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH ALAMOSA COUNTY FOR CONDUCT OF THE NOVEMBER 3, 2015 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 3, 2015 and has adopted Resolution No. 9, 2015 formalizing that decision; and

WHERAS, 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 5th day of August, 2015, 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 19th day of August, 2015, 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 19th day of August, 2015.

CITY OF ALAMOSA

By ______________________________
Josef P. Lucero, Mayor

ATTEST:

____
Holly Martinez, City Clerk

INTERGOVERNMENTAL AGREEMENT FOR COORDINATED ELECTION

This Intergovernmental Agreement concerning responsibilities for the November 3, 2015, 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 2015 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 3, 2015 ("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 COORDINATED 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, 2015 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 electors of the district 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 electors of the district reside. Nothing herein shall preclude the County Clerk from sending the TABOR Notice of the City to persons other than electors of the District 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 to the 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 electors of the district who do 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 25th, 2015 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 25th, 2015 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, 2015 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 4, 2015 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 five 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 4, 2015 until September 9, 2015, 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 22, 2015 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 22, 2015 until September 25, 2015, 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 9, 2015, 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 of the District. 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 is 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 electors of the District 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 District 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 affect 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 2015
EXHIBIT A

Voting System Components Leased	$4400.00
Ballot Lay Out and Programming Fees	$4400.00
Ballot Insertion & Mailing Fees	$3400.00
Ballot Printing & Envelopes	$4500.00
Publications	$1000.00
Election Judges & Canvass Board	$2800.00
Totals	$20,500.00

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	2380 @ $2.32	5521.60
Alamosa School Dist RE11-J	5408 @$2.32	12,546.56
Sanford School Dist 6-J Min	13	150.00
Center School Dist RE-5J Min	5	150.00
Sargent School Dist RE-33J	86	199.52
Sangre De Cristo School Dist RE-22J	664	1540.48
North Conejos School Dist RE-1J	41	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 1, 2015

Melanie Woodward

Melanie Woodward

ALAMOSA COUNTY
SEAL
COLORADO

Date: ______________________

CITY OF ALAMOSA

____
MAYOR

ATTEST:

____
City Clerk

ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION

Subject/Title:
Resolution No. 09-2015, A Resolution to Conduct the Regular City Election Pursuant to the Uniform Election Code

Recommended Action:
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 3, 2015 coordinated election.

Issue Before the Council:
Does Council wish to adopt the Uniform Election Code for the November 3, 2015 coordinated election?

Alternatives:
1. Adopt the Resolution.
2. Do not adopt 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 to a coordinated election, adopting this Resolution is a procedurally necessary component.

ATTACHMENTS:

Description	Type
Resolution No. 09-2015	Resolution Letter

RESOLUTION NO. 9, 2015

A RESOLUTION TO CONDUCT THE REGULAR CITY ELECTION SCHEDULED FOR NOVEMBER 3, 2015, 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 3, 2015**

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 3, 2015;

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

Section 1: The election scheduled for November 3, 2015, 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 3, 2015 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 5th day of August, 2015.

CITY OF ALAMOSA

By: ____________________________
Josef P. Lucero, Mayor

ATTEST

____
Holly Martinez, City Clerk

ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION

Subject/Title:
Motion authorizing the Mayor to sign and accept the Energy Impact Assistance Funds granted by the Department of Local Affairs in the amount of $100,000 for the update to the Comprehensive Plan.

Recommended Action:
That Council authorize the Mayor to sign the contract with the Department of Local Affairs to accept the $100,000 granted for the update of the Comprehensive Plan.

Background:
Staff applied to the Department of Local Affairs for funding from Energy Impact Assistance Funds that would allow the City to update its Comprehensive Plan and to broaden the potential scope of work to include additional public outreach, full review of the zoning code, and a downtown & commercial district needs assessment. $100,000 was granted as a result of this application and this formal acceptance of the grant is the next step in the ultimate appropriation of these funds.

Staff has created a community steering committee to participate in the review of consultants and to help assist with the public outreach. Councilors Griego and Stefano also serve on the committee. A request for proposals was issued on July 10th and the deadline for submittals is August 14th. The RFP is attached for informational purposes.

Issue Before the Council:
Does Council wish to accept the grant from the Department of Local Affairs?

Alternatives:
Council may accept the grant or choose not to accept the grant and provide staff with further direction.

Fiscal Impact:
This grant will help offset costs associated with the update to the Comprehensive Plan and allow for the scope of work to include additional deliverables. The CIP includes $150,000 for the project.

Legal Opinion:
The City Attorney will be present for comment

Conclusion:
The City has been successful in securing a grant in the amount of $100,000 from the Energy Impact Assistance Funds managed by the Department of Local Affairs.

ATTACHMENTS:

Description	Type
Grant Cover Letter	Cover Memo
Grant Agreement	Exhibit
Exhibit A	Exhibit
Exhibit B	Exhibit

Exhibit E	Exhibit
Exhibit G	Exhibit
Comp Plan RFP	Backup Material

COLORADO
Department of Local Affairs
Division of Local Government

July 27, 2015

The Honorable Josef Lucero, Mayor
City of Alamosa
P.O. Box 419
Alamosa, CO 81101

RE: EIAF 7817 – Alamosa Comprehensive Plan Update

Dear Mayor Lucero:

Attached is the grant contract packet for the above-referenced Energy Impact Assistance Fund project. If the contract is satisfactory as written, please print and execute **three (3) originals** of the contract, signed and dated by an authorized signator (**original signatures only; no photocopies, stamped or e-signatures**). Please note that an authorized signator is a County Chief Elected Official, City/Town Mayor, or District Board President. If any other individual should sign this contract, you must provide a letter from the Chief Elected Official documenting the specific individual's delegated authority to sign.

The following five (5) documents comprise the complete contract packet. Please note which documents are required to be returned to the State for final execution.

1. Grant Agreement (return 3, each must have original signature by Authorized Official – no photocopies)
2. Exhibit A – Applicable Laws (return 1)
3. Exhibit B – Scope of Project (return 1)
4. Exhibit E – Project Performance Plan (return 1)
5. Exhibit G – Form of Option Letter (return 1)

Please send these documents along with the return routing memo (see below) to:

Department of Local Affairs
ATTENTION: Hannah Cichocki
1313 Sherman Street, Room 521
Denver, CO 80203

If you have any questions, please call Christy Culp (719) 589-2251 or me at (303) 864-7731.

Sincerely,

Beth Lipscomb
Contracts Specialist
Department of Local Affairs

Enclosures

RETURN ROUTING MEMORANDUM

TO: Hannah Cichocki

THROUGH: Heather Brooks, City Manager, City of Alamosa

FROM: Beth Lipscomb

DATE: July 27, 2015

RE: Contract Approvals

FOR FINAL APPROVAL ROUTING (3 COPIES ENCLOSED):

RE: EIAF 7817 – Alamosa Comprehensive Plan Update

__√__ Contractor's Federal I.D.# on file with Accounting

______ Form sent to Contractor to complete

Christy Culp, DOLA Regional Manager

GRANT AGREEMENT

Between

STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS

And

CITY OF ALAMOSA

Summary

Award Amount: $100,000.00

Identification #s:

Encumbrance #:	F16S7817	*(DOLA's primary identification #)*
Contract Management System #:	82124	*(State of Colorado's tracking #)*

Project Information:

Project/Award Number:	EIAF 7817
Project Name:	Alamosa Comprehensive Plan Update
Performance Period:	Start Date: ______ End Date: 06/30/17
Brief Description of Project / Assistance:	The Project consists of the City of Alamosa (Grantee) updating its 1997 Comprehensive Plan.

Program & Funding Information:

Program Name	Energy & Mineral Impact Assistance Fund
Funding source:	State Funds

Catalog of Federal Domestic Assistance (CFDA) Number (if federal funds): N/A

Funding Account Codes: ____

____

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1. PARTIES

This Agreement (hereinafter called “Grant”) is entered into by and between the **CITY OF ALAMOSA** (hereinafter called “Grantee”), and the STATE OF COLORADO acting by and through the Department of Local Affairs for the benefit of the Division of Local Government (hereinafter called the “State” or “DOLA”).

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to *(see checked option(s) below):*

A. ☒ The Effective Date.

B. ☐ The Effective Date; provided, however, that all Project costs, if specifically authorized by the federal funding authority, incurred on or after March 1, 20XX, may be submitted for reimbursement as if incurred after the Effective Date.

C. ☐ insert date for authorized Pre-agreement Costs (as such term is defined in **§4)** , if specifically authorized by the funding authority . Such costs may be submitted for reimbursement as if incurred after the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 39-29-110 (Local Government Severance Tax Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. Purpose

The purpose of this Grant is described in **Exhibit B**.

D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

"Budget" means the budget for the Project and/or Work described in **Exhibit B**.

B. Closeout Certification

"Closeout Certification" means the Grantee's certification of completion of Work submitted on a form provided by the State.

C. Evaluation

"Evaluation" means the process of examining Grantee's Work and rating it based on criteria established in **§6** and **Exhibit B.**

D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein:

- **i.** Exhibit A (Applicable Laws)
- **ii.** Exhibit B (Scope of Project)
- **iii.** Exhibit E (Project Performance Plan)
- **iv.** Exhibit G (Form of Option Letter)

E. Goods

"Goods" means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

F. Grant

"Grant" means this agreement, its terms and conditions, attached exhibits, documents incorporated by reference pursuant to the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

G. Grant Funds

"Grant Funds" means available funds payable by the State to Grantee pursuant to this Grant.

H. Party or Parties

"Party" means the State or Grantee and "Parties" means both the State and Grantee.

I. Pay Request(s)

"Pay Request(s)" means the Grantee's reimbursement request(s) submitted on form(s) provided by the State.

J. Pre-agreement costs

"Pre-agreement costs," when applicable, means the costs incurred on or after the date as specified in **§2** above, and prior to the Effective Date of this Grant. Such costs shall have been detailed in Grantee's grant application and specifically authorized by the State and incorporated herein pursuant to **Exhibit B**.

K. Project
"Project" means the overall project described in **Exhibit B**, which includes the Work.

L. Project Closeout
"Project Closeout" means the submission by the Grantee to the State of an actual final Pay Request, a final Status Report and a Closeout Certification.

M. Program
"Program" means the grant program specified on the first page of this Grant that provides the funding for this Grant.

N. Review
"Review" means examining Grantee's Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6** and **Exhibit B.**

O. Services
"Services" means the required services to be performed by Grantee pursuant to this Grant.

P. Status Report(s)
"Status Report(s)" means the Grantee's status report(s) on the Work/Project submitted on form(s) provided by the State.

Q. Subcontractor
"Subcontractor" means third-parties, if any, engaged by Grantee to carry out specific vendor related services.

R. Subgrantee
"Subgrantee" means third-parties, if any, engaged by Grantee to aid in performance of its obligations. Subgrantee is bound by the same overall programmatic and grant requirements as Grantee.

S. Subject Property
"Subject Property" means the real property, if any, for which Grant Funds are used to acquire, construct, or rehabilitate.

T. Substantial Progress in the Work
"Substantial Progress in the Work" means Grantee meets all deliverables and performance measures within the time frames specified in **Exhibit E**.

U. Work
"Work" means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit B**, including the performance of the Services and delivery of the Goods.

V. Work Product
"Work Product" means the tangible or intangible results of Grantee's Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM

A. Initial Term-Work Commencement
Unless otherwise permitted in **§2** above, the Parties' respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **June 30, 2017** unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension
The State, at its sole discretion upon written notice to Grantee as provided in **§16,** may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

6. STATEMENT OF WORK

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit B**. Except as specified in **§2** above, the State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee's or Subgrantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this **§7**, pay Grantee in the following amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **$100,000.00 (ONE HUNDRED THOUSAND and XX/100 DOLLARS)**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**.

B. Payment

i. Advance, Interim and Final Payments

Any payment allowed under this Grant or in **Exhibit B** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

ii. Interest

The State shall not pay interest on Grantee invoices. The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not fully appropriated, or otherwise become unavailable for this Grant, the State may immediately terminate this Grant in whole or in part to the extent of funding reduction without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit B**.

i. **Budget Line Item Adjustments.**
Modifications to uses of such Grant Funds shall be made in accordance with **§4.4** of **Exhibit B**. For line item adjustments over 10% but less than 24.99% (a "**Minor Line Item Adjustment**") which are approved, the State shall provide written notice to Grantee in a form substantially equivalent to **Exhibit G** (each an "**Option Letter**"). If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

ii. **Overall Budget Adjustments.**
Modifications to the overall Budget shall be made in accordance with **§4.5** of **Exhibit B**. For overall Budget adjustments less than 24.99% (a "**Minor Budget Adjustment**") which are approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

iii. **Setting Final Initial Budget.**
All requests by the Grantee to align the initial overall Budget with current market conditions shall be made in accordance with **§4.5.1.1** of **Exhibit B**. If such True-up Budget Proposal (as such term is defined in **§4.5.1.1** of **Exhibit B**) is approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

D. Matching/Leveraged Funds
Grantee shall provide matching and/or leveraged funds in accordance with **Exhibit B**.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this **§8** shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with **§19**, if applicable.

A. Performance, Progress, Personnel, and Funds
State shall submit a report to the Grantee upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee's performance and the final status of Grantee's obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in **Exhibit B.**

B. Litigation Reporting
Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee's ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of DOLA.

C. Performance Outside the State of Colorado and/or the United States
[***Not applicable if Grant Funds include any federal funds]*** Following the Effective Date, Grantee shall provide written notice to the State, in accordance with **§16 (Notices and Representatives)**, within 20 days of the earlier to occur of Grantee's decision to perform, or its execution of an agreement with a Subgrantee to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this **§8.C** shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Grantee to provide notice to the State under this **§8.C** shall constitute a material breach of this Grant.

D. Noncompliance
Grantee's failure to provide reports and notify the State in a timely manner in accordance with this **§8** may result in the delay of payment of funds and/or termination as provided under this Grant.

E. Subgrants/Subcontracts
Copies of any and all subgrants and subcontracts entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants and subcontracts entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the "Record Retention Period") until the last to occur of the following:

- (i) a period of five years after the date this Grant is completed or terminated, or final payment is made hereunder, whichever is later, or
- (ii) for such further period as may be necessary to resolve any pending matters, or
- (iii) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved.

B. Inspection

Grantee shall permit the State, the federal government (if Grant Funds include federal funds) and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of five years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit the State, the federal government (if Grant Funds include federal funds), and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

D. Final Audit Report

Grantee shall provide a copy of its audit report(s) to DOLA as specified in **Exhibit B.**

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this **§10** if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

B. Notification

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this **§10.**

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee’s obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State’s interests. Absent the State’s prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee’s obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Failure to promptly submit a disclosure statement or to follow the State’s direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee’s Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee’s authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each subgrant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in **§13(B)** with respect to Subgrantees that are not "public entities".

B. Grantees, Subgrantees and Subcontractors

Grantee shall require each subgrant with Subgrantees and each contract with Subcontractors, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Workers' Compensation

Workers' Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee, Subgrantee and Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: **(a)** $1,000,000 each occurrence; **(b)** $1,000,000 general aggregate; **(c)** $1,000,000 products and completed operations aggregate; and **(d)** $50,000 any one fire.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

iv. Malpractice/Professional Liability Insurance

This section ☐ shall | ☒ shall not apply to this Grant.

Grantee, Subgrantees and Subcontractors shall maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of $1,000,000 per occurrence and $3,000,000 in the aggregate, written on an occurrence form, that provides coverage for its work undertaken pursuant to this Grant. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Grant and for at least two years beyond the completion and acceptance of the work under this Grant, or, alternatively, a two year extended reporting period must be purchased. The Grantee, Subgrantee or Subcontractor shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from such party's performance of professional services under this Grant, a subcontract or subgrant.

v. Umbrella Liability Insurance

For construction projects exceeding $10,000,000, Grantee, Subgrantees and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in **§13B(i)-(iv)** above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee, Subgrantee and

Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of $5,000,000 per occurrence and $5,000,000 in the aggregate.

vi. Property Insurance

This subsection shall apply if Grant Funds are provided for the acquisition, construction, or rehabilitation of real property.

Insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called “all risk” form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Property, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantor will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property**.**

vii.Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in **§vi** above or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

viii. Builder’s Risk Insurance

The subsection shall apply if Grant Funds are provided for construction or rehabilitation of real property.

Grantee, Subgrantee and/or Subcontractor shall purchase and maintain property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

a) The insurance shall include interests of the property owner, Grantee, Subgrantee, Subcontractors in the Project as named insureds.

b) All associated deductibles shall be the responsibility of the Grantee, Subcontractor and Subgrantee. Such policy may have a deductible clause but not to exceed $10,000.

c) Property insurance shall be on an “all risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee’s, Subgrantee’s and Subcontractor’s services and expenses required as a result of such insured loss.

d) Builders Risk coverage shall include partial use by Grantee and/or property owner.

e) The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subgrantee and Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

ix. **Pollution Liability Insurance**
If Grantee and/or its Subgrantee or Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of $1,000,000 with maximum deductible of $25,000 to be paid by the Grantee's Subcontractor and/or Subgrantee.

C. Miscellaneous Insurance Provisions
Certificates of Insurance and/or insurance policies required under this Grant shall be subject to the following stipulations and additional requirements:

i. **Deductible.** Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Grantee, its Subgrantees or Subcontractors,

ii. **In Force.** If any of the said policies shall fail at any time to meet the requirements of the Grant as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Grant, the Grantee, its Subgrantee and its Subcontractor shall promptly obtain a new policy.

iii. **Insurer**. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to Grantee,

iv. **Additional Insured**
Grantee and the State shall be named as additional insureds on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. **Primacy of Coverage**
Coverage required of Grantee, Subgrantees and Subcontractors shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vi. **Cancellation**
The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with **§16** (Notices and Representatives) within seven days of Grantee's receipt of such notice.

vii. **Subrogation Waiver**
All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees and Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

D. Certificates
Grantee, Subgrantee and Subcontractor shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant or of their respective subcontract or subgrant. No later than 15 days prior to the expiration date of any such coverage, Grantee, Subgrantee and Subcontractor shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant, subgrant or subcontract, Grantee, Subgrantee and Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§13**.

14. BREACH

A. Defined
In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in **§16**. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in **§15**. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant or if the State terminates this Grant pursuant to **§15(B)**, the State shall have the remedies listed in this **§15** in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in **§14(B)**, if applicable. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant’s terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State’s damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State’s obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by **§15(A)** or as otherwise specifically provided for herein.

i. **Method and Content**
The State shall notify Grantee of such termination in accordance with **§16**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. **Obligations and Rights**
Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in **§15(A)(i)**.

iii. **Payments**
If this Grant is terminated by the State pursuant to this **§15(B)**, Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Termination for No Substantial Progress in the Work

The State may elect to terminate this Grant upon receipt and review of any Quarterly Progress Report, submitted per the time periods defined in **Exhibit E** – Project Performance Plan, if such Quarterly Progress Report fails to evidence Substantial Progress in the Work as directed, defined and expected under **Exhibit B**. Further, the State may elect to terminate this Grant if the Grantee fails to complete Project Closeout within **three months** of completion of the Work. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder.

i. **Obligations and Rights**
To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. **Payments**
The State shall reimburse Grantee only for accepted performance up to the date of termination.

iii. **Damages and Withholding**
Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

D. Remedies Not Involving Termination

The State, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. **Suspend Performance**
Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or

performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. Withhold Payment
Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

iii. Deny Payment
Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal
Demand removal of any of Grantee's employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

v. Intellectual Property
If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option **(a)** obtain for the State or Grantee the right to use such products and services; **(b)** replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, **(c)** if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Chantal Unfug, Division Director
Division of Local Government
Colorado Department of Local Affairs
1313 Sherman Street, Room 521
Denver, Colorado 80203
Email: chantal.unfug@state.co.us

B. Grantee:

The Honorable Josef Lucero, Mayor
City of Alamosa
P.O. Box 419
Alamosa, CO 81101
Email: n/a

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

This section ☐ shall | ☒ shall not apply to this Grant.

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is greater than $100,000 either on the Effective Date or at anytime thereafter, this **§19** applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee’s performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee’s performance shall be part of the normal Grant administration process and Grantee’s performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee’s obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee’s obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Local Affairs, and showing of good cause, may debar Grantee and prohibit Grantee from receiving future grants and bidding on future contracts. Grantee may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. RESTRICTION ON PUBLIC BENEFITS

This section ☐ shall | ☒ shall not apply to this Grant.

Grantee must confirm that any individual natural person is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the applicant to:

A. Produce an identification document in accordance with §2.1.1 through §2.1.3 of Colorado Department of Revenue’s Rule #1 CCR 201-17, Rule for Evidence of Lawful Presence, as amended.

B. Execute an affidavit herein attached as **Form 1**, Residency Declaration, stating

- **i.** That he or she is a United States citizen or legal permanent resident; or
- **ii.** That he or she is otherwise lawfully present in the United States pursuant to federal law.

[The following applies if Grant is funded with federal funds].

Notwithstanding the foregoing, to the extent that there is any conflict with the provisions above or those set forth in the Residency Declaration attached hereto as **Form 1** and any provision of federal law, the provisions of federal law shall prevail.

21. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or subcontracts approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting and subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in **§21(A)**, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General

Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. List of Selected Applicable Laws

At all times during the performance of this Grant, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth on **Exhibit A**, Applicable Laws. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.

I. Use Covenants

This section ☐ shall | ☒ shall not apply to this Grant:

For Subject Property that is owned by Grantee upon execution of this Grant, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after execution of this Grant. For Subject Property acquired by Grantee using Grant Funds, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after acquisition of such property.

J. Modification

i. By the Parties

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF CONTRACTS -

TOOLS AND FORMS. Changes to the Grant shall be authorized to be approved by the following State or DOLA parties:

a) Approval by Division Director
The Division Director of DOLA or his delegee shall have authority to approve changes to the Responsible Administrator and Key Personnel specified in **§5** of **Exhibit B** and the Principal Representative in **§16**.

b) Approval by DOLA Controller
The DOLA Controller shall have authority to approve all changes to the Grant which are not reserved to the Division Director above.

ii. By Operation of Law
This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

K. Order of Precedence
The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

i. Exhibit A (Applicable Laws)
ii. Colorado Special Provisions
iii. The provisions of the main body of this Grant (excluding the cover page)
iv. Any executed Option Letters
v. Exhibit B (Scope of Project)
vi. Exhibit E (Project Performance Plan)
vii. The cover page of this Grant

L. Severability
Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

M. Survival of Certain Grant Terms
Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

N. Taxes
The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

O. Third Party Beneficiaries
Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

P. Waiver
Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

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22. COLORADO SPECIAL PROVISIONS

A. The Special Provisions apply to all Grants except where noted in *italics*.

i. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).
This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

ii. FUND AVAILABILITY. CRS §24-30-202(5.5).
Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

iii. GOVERNMENTAL IMMUNITY.
No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

iv. INDEPENDENT CONTRACTOR
Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

v. COMPLIANCE WITH LAW.
Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

vi. CHOICE OF LAW.
Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

vii.BINDING ARBITRATION PROHIBITED.
The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

viii. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.
State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without

limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

ix. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.
The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

x. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.
[*Not applicable to intergovernmental agreements*] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

xi. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.
[*Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology* services *or products and services*] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to <u>perform work under this Grant</u>, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to <u>perform work under this Grant</u> or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to <u>perform work under this Grant</u>. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the Subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

xii.PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.
Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the Effective Date of this Grant.

(Special Provisions - effective 1/1/09)

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

*** Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.**

GRANTEE CITY OF ALAMOSA	STATE OF COLORADO John W. Hickenlooper, GOVERNOR DEPARTMENT OF LOCAL AFFAIRS
By: ____________________________________ Name of Authorized Individual (print) Title: __________________________________ Official Title of Authorized Individual ____________________________________ *Signature Date: _______________________	By:____________________________________ Irv Halter, Executive Director Date: _______________________
	PRE-APPROVED FORM CONTRACT REVIEWER By:____________________________________ Bret Hillberry, State Grants Program Manager Date: _______________________

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA

By:____________________________________
Janet Miks, CPA, Controller Delegate

Date:_____________________

EXHIBIT A – APPLICABLE LAWS

Laws, regulations, and authoritative guidance incorporated into this Grant include, without limitation:

1. Colorado Revised Statutes §29-1-601 et seq., as amended, Colorado Local Governments Audit Law.
2. 5 USC552a, as amended, Privacy Act of 1974.
3. 8 USC 1101, Immigration and Nationality Act.
4. 29 USC Chapter 8, §§201, 206, et seq., as amended, Labor.
5. 29 USC Chapter 14, §§621-634, et seq., as amended, Age Discrimination in Employment.
6. 40 USC Subtitle II, et seq., as amended, Public Buildings and Works.
7. 40 USC 327–330, Section 103 and 107, Contract Work Hours and Safety Standards Act, as amended.
8. 40 CFR 1500-1508, as amended, Council on Environmental Quality Regulations Implementing NEPA.
9. 41 CFR Chapter 60, as amended, Executive Order 11246.
10. 41 USC 701, et seq., Drug Free Workplace Act of 1988.
11. 42 USC Chapter 21, et seq., as amended, Civil Rights.
12. CRS §24-34-302, et seq., as amended, Civil Rights Division.
13. CRS §24-34-501 – 510, et seq., as amended, Colorado Housing Act of 1970.
14. CRS §24-75-601 et seq., as amended, Legal Investment of Public Funds.

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EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Energy Impact. The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

2. DESCRIPTION OF THE PROJECT(S) AND WORK.

2.1. Project Description. The Project consists of the City of Alamosa (Grantee) updating its 1997 Comprehensive Plan.

2.2. Work Description. The City of Alamosa (Grantee) updating its 1997 Comprehensive Plan. The Work includes hiring a professional consulting company through a competitive bidding process to provide research, community outreach, and writing expertise necessary to produce a document that is user-friendly and accessible. The Work will consist of multiple steps including identification of existing conditions; a full review of the zoning code; an analysis, inventory, and evaluation of physical conditions; hazard identifications; a downtown and commercial district focus; identification of goals, objectives, and policies; future land use plan; and planning district map. Finally, the consultant will work with the Grantee and Alamosa County to develop an intergovernmental agreement, which will guide growth, and development just outside the City's boundaries. Grantee will own the updated Plan.

2.2.1. A contract for consultant services shall be awarded by Grantee to a qualified firm through a formal Request For Proposals or competitive selection process.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: costs associated with hiring the consultant, the consultant services, and process costs.

2.6. Cost Savings. Cost Savings derived while completing the Project shall be:

2.6.1. ☒ split on a pro-rata basis between the State and Grantee

2.6.2. ☐ returned to the State

3. DEFINITIONS

3.1. "Cost Savings" means the Project Budget amount less the amount expended to complete the Work. Cost Savings are determined at the time the Work is completed and the final payment request is submitted by the Grantee to the State. Cost Savings do not result in payment by the State to Grantee above actual expenditures beyond the required ratio, but deobligates unexpended Grant Funds and reduces Grantee's matching funds requirement. State shall provide written notice to Grantee verifying any Cost Savings.

3.2. "Cumulative Budgetary Line Item Changes" means a cumulative or increasing accumulation of additional expenses within a specific line item as listed in **§6.2** Budget within this **Exhibit B**.

3.3. Project Budget Line items.

3.3.1. "Consultant Services" means consultant fees, RFP/bid advertisements, and attorney's fees.

3.4. "Substantial Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant will be an updated comprehensive plan for the City of Alamosa.

4.2. Service Area. The performance of the Work described within this Grant shall be located in Alamosa, Colorado.

4.3. Performance Measures. Grantee shall comply with the performance measures detailed in **Exhibit E**.

4.4. Budget Line Item Adjustments. Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.

4.4.1. Grantee shall have authority to adjust individual budget line amounts without approval of the State up to an aggregate of 10% of such line item from which the funds are moved. Such authority shall not allow Grantee to transfer to or between administration budget lines. Grantee's Responsible Administrator shall send written notification of allowed adjustments to the State within 30 days of such adjustment.

4.4.2. All changes to individual budget line amounts which are in excess of 10% but less than 24.99% of such line item from which the funds are moved (each a "**Minor Line Item Adjustment**") shall require prior written approval of the DOLA Controller. Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(i)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change.

4.4.3. All changes to individual budget line amounts which are in excess of 24.99% of such line item from which the funds are moved shall require a prior written amendment executed by the Grantee and DOLA pursuant to **§21(J)** of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

4.4.4. Signature Authority. All Grantee notices and requests submitted to DOLA pursuant to this **§4.4** (each a "**Line Item Proposal**"), must be signed and dated by a person authorized to bind the Grantee to such Line Item Proposal.

4.5. Overall Budget Adjustments.

4.5.1. All changes to the overall Budget which are less than 24.99% (each a "**Minor Budget Adjustment**") shall require prior written approval of the DOLA Controller. Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(ii)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. Minor Budget Adjustments shall not increase the Grant Funds.

4.5.1.1. Exception for Setting Final Initial Budget. Within 30 days of bid opening for its selection of its prime Subcontractor, Grantee shall submit a written request for changes to the overall Budget to revise the initial overall Budget estimate to align it with current market conditions (a "**True-up Budget Proposal**"). Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(iii)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. True-up

Budget Proposals shall not increase the Grant Funds. The overall Budget adjustment permitted by this **§4.5.1.1** is only permitted once under this Grant.

4.5.2. All changes to the overall Budget which are in excess of 24.99% shall require a prior written amendment executed by the Grantee and DOLA pursuant to **§21(J)** of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

4.5.3. **Signature Authority**. All Grantee notices and requests submitted to DOLA pursuant to this **§4.5** (each a "**Budget Proposal**"), must be signed and dated by a person authorized to bind the Grantee to such Budget Proposal.

4.6. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) in the request and specify status of the Work in the Status Report. The report will contain an update of expenditure of funds by line item as per **§6.2** of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended. This report is due within 30 days of the end of the quarter or more frequently at the discretion of the Grantee. See **Exhibit E** for specific submittal dates.

4.7. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Replacement. Grantee shall immediately notify the State if any key personnel specified in **§5** of this **Exhibit B** cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify the State and seek its approval, which shall be at the State 's sole discretion, as the State executed this Grant in part reliance on Grantee's representations regarding key personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change will take effect. Anytime key personnel cease to serve, the State, in its sole discretion, may direct Grantee to suspend Work until such time as replacements are approved. All notices sent under this subsection shall be sent in accordance with **§16** of the Grant.

5.2. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of **Heather Brooks, City Manager (hbrooks@ci.alamosa.co.us)**, an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project. Such administrator shall be updated through the approval process in **§5.1**. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.3. Other Key Personnel: None. Such key personnel shall be updated through the approval process in **§5.1**.

6. FUNDING

The State provided funds shall be limited to the amount specified under the "Grant Funds" column of **§6.2**, Budget, below.

6.1. Matching Funds. Grantee shall provide the required (*see checked item*) ☒ Matching Funds, as listed in the "Matching Funds" column of **§6.2** below during the term of this Project. Funds used as match on previous grant(s) cannot be used as Matching Funds for this Grant.

6.2. Budget

Budget Line Item(s)	Total Cost	Grant Funds	Matching Funds	Matching Funds Source
Consultant Services	$220,000	$100,000	$120,000	Grantee
Total	**$220,000**	**$100,000**	**$120,000**	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in **§7** of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	$95,000	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	$5,000	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	**$100,000**	

7.2. Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with **§16** of the Grant:

City of Alamosa
P.O. Box 419
Alamosa, CO 81101

7.3. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to $100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with **§4.6** of this **Exhibit B**.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

8.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds here under from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.3.1. Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8.3.2. Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

8.3.3. Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.3.4. Substitution. The bonding requirements in this **§8.3** may be waived in lieu of an irrevocable letter of credit if the price is less than $50,000.

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

9.1. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

9.2. Procurement. A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

9.3. Subcontracts. Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

9.4. Standards. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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EXHIBIT E – PROJECT PERFORMANCE PLAN

Funding: **EIAF** **Project Number**: **7817**	**Name of Grantee** **City of Alamosa** **Name of Project** **Comprehensive Plan Update**	
DESCRIPTION OF PROJECT:	The Project consists of the City of Alamosa (Grantee) updating its 1997 Comprehensive Plan.	

DLG Staff: Christy Culp - Regional Manager (719) 589-2251 CC Chelsea Stromberg - Regional Assistant (719) 589-2251 CS

MILESTONES – Grantee shall…	**By:**	**STATE ROLE-** DLG shall…	
Select a consultant.	Within 90 days of the Effective Date of this Grant Agreement.	Review selection and award documentation, and copy of subcontract(s) and/or sub-grant(s) for project file. Provide feedback to Grantee identifying issues or concerns, if any.	**ACHIEVED: <u>MM/DD/20YY</u>**
Kickoff Meeting.	Within 30 days of the Effective Date of the subcontract(s).	Monitor progress reports from the Grantee. Help Grantee identify if/when a Grant Agreement amendment is needed. Provide feedback to Grantee identifying issues or concerns, if any.	**ACHIEVED: <u>MM/DD/20YY</u>**
Provide DOLA with first draft of comprehensive plan updates.	Within 9 months of the Effective Date of this Grant Agreement.	Review timeline to ensure timely completion of Project. Provide feedback to Grantee identifying issues or concerns, if any.	**ACHIEVED: <u>MM/DD/20YY</u>**
Provide DOLA with final draft of comprehensive plans.	Within 18 months of the Effective Date of this Grant Agreement.	Review timeline to ensure timely completion of Project. Provide feedback to Grantee identifying issues or concerns, if any.	**ACHIEVED: <u>MM/DD/20YY</u>**
Project Completion (to include draft and adoption of Intergovernmental Agreement, and final adoption of comprehensive plan by City of Alamosa.	June 30, 2017	Review past quarterly reports, conduct on-site monitoring, and review final report.	**ACHIEVED: <u>MM/DD/20YY</u>**

Submit **quarterly progress reports**, which includes: Project Performance Plan accomplishments and a Financial Summary Report for: 3rd Quarter 2015 4th Quarter 2015 1st Quarter 2016 2nd Quarter 2016 3rd Quarter 2016 4th Quarter 2016 1st Quarter 2017 2nd Quarter 2017 Progress shall be evaluated by the Grantee and documented and included at least upon submittal of Quarterly Progress Reports. Such evaluation shall consist of at least the following monitoring method: a) Question and answer sessions with the contractor to confirm understanding by all parties as to the nature of the Work and how far along it should be dependent upon the Quarter under review. Specifically, such sessions will determine if: i) A percentage of the Comprehensive Plan updates and the intergovernmental agreement have been developed as per agreed time-line as would be expected under this Grant and described in Exhibit B; and ii) The information contains enough depth and detail to provide guidance to the City for making decisions regarding future growth and development as described in Exhibit B.	(30 calendar days after each quarter): October 30, 2015 January 30, 2016 April 30, 2016 July 30, 2016 October 30, 2016 January 30, 2017 April 30, 2017 July 30, 2017	Review documents and provide follow up technical assistance as necessary. If needed, respond to a request for training within 10 days.	**ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY**

Submit, at a minimum **quarterly** basis, **pay requests** and supporting documentation of expenses.	October 30, 2015 January 30, 2016 April 30, 2016 July 30, 2016 October 30, 2016 January 30, 2017 April 30, 2017 July 30, 2017	Review backup documentation and proof of payment prior to approving pay request. Reimbursement should not exceed pro rata share.	**ACHIEVED: MM/DD/20YY**
Submit the **Project Final Report** to DLG within 90 days after the Project Completion or expiration of Grant Agreement.	September 28, 2017	Provide forms to Grantee within 30 days of completion of work or end of the Grant Agreement. Process the Final Report and deobligate any remaining grant funds within 30 days of receiving a complete Final report.	**ACHIEVED: MM/DD/20YY**

QUARTERLY QUESTIONS

List Reimbursement Requests for the three months being reported on: **Month** January **Amount** **Month** January **Amount** **Month** January **Amount**
Were any months “zero payment” (no costs incurred) during this quarter? If so, please provide an explanation.
What are the forecasted costs for the next quarter?
Are the budget lines still adequate? Is a contract amendment needed at this time? Are there any anticipated concerns or issues?
Do you foresee any potential problems meeting the Grant Agreement completion deadline?
Were previously identified problems (if any) corrected? Was a budget adjustment needed/done to address the problem(s)?

EXHIBIT G
Form of Option Letter

Date:	**Original Grant CMS #:**	**Option Letter #**	**CMS Routing #**

1) **OPTIONS:**
   a. Option to issue a new Budget (**§6.2 of Exhibit B**) for a Minor Line Item Adjustment (as defined in **§4.4.2 of Exhibit B**).
   b. Option to issue a new Budget (**§6.2 of Exhibit B**) for a Minor Budget Adjustment (as defined in **§4.5.1 of Exhibit B**).
   c. Option to issue a new Budget (**§6.2 of Exhibit B**) for acceptance of a True-Up Budget Proposal (as defined in **§4.5.1.1 of Exhibit B**).

2) **REQUIRED PROVISIONS**. All Option Letters shall contain the appropriate provisions set forth below:
   a. For use with Option 1(a): In accordance with **§7(C)(i)** of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs**,** and **Grantee's Name** ("**Grantee**"), the State hereby approves the Minor Line Item Adjustment listed on the attached revised Budget for **§6.2 of Exhibit B**. **Section 6.2** of **Exhibit B** of the Original Grant is hereby deleted and replaced with the attached **§6.2 of Exhibit B**. All references to **§6.2 of Exhibit B** in the Original Grant shall refer to the attached Exhibit. Minor Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.
   b. For use with Option 1(b): In accordance with **§7(C)(ii)** of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs**,** and **Grantee's Name** ("**Grantee**"), the State hereby approves the Minor Budget Adjustment listed on the attached revised Budget for **§6.2 of Exhibit B**. **Section 6.2** of **Exhibit B** of the Original Grant is hereby deleted and replaced with the attached **§6.2 of Exhibit B**. All references to **§6.2 of Exhibit B** in the Original Grant shall refer to the attached Exhibit. Minor Budget Adjustments shall not increase the Grant Funds.
   c. For use with Option 1(c): In accordance with **§7(C)(iii)** of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs**,** and **Grantee's Name** ("**Grantee**"), the State hereby approves the True-Up Budget Proposal listed on the attached revised Budget for **§6.2 of Exhibit B**. **Section 6.2** of **Exhibit B** of the Original Grant is hereby deleted and replaced with the attached **§6.2 of Exhibit B**. All references to **§6.2 of Exhibit B** in the Original Grant shall refer to the attached Exhibit. True-Up Budget Proposals shall not increase the Grant Funds.

3) **Effective Date**. The effective date of this Option Letter is upon approval of the State Controller or Insert start date, whichever is later.

STATE OF COLORADO
John W. Hickenlooper GOVERNOR
Colorado Department of Local Affairs

____
By: Irv Halter, Executive Director

Date: _________________________

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA
By: ___________________________________
Janet Miks, CPA, Controller Delegate

Date: _____________________

Request for Proposals

City of Alamosa, Colorado
Comprehensive Planning Process
July 10, 2015

Introduction

The City of Alamosa is requesting proposals from planning consultants to prepare a long-range Comprehensive Plan. The Plan, through a community-involvement process, will create a framework for the development of future public policy, particularly in the area of future land use. The City's last Comprehensive Plan was completed in 1997. The City of Alamosa's focus is on redevelopment of the existing property base, future growth, and meeting the service demands of citizens.

The Comprehensive Plan will be the basis for establishing policies and priorities for coordinated development/redevelopment, as well as potential future infrastructure expansion. It will include policy statements, goals, objectives, guidelines, maps, and graphics that will serve as a foundation for future land use decisions. The Comprehensive Plan shall provide strategies to encourage economic development, quality residential growth, and general improvements for the protection of the quality of life for the City's residents and businesses. This may include recommended changes in local ordinances and policies consistent with the recommendations.

The City Manager will serve as the City's primary liaison to the successful firm. A group comprised of Planning and Zoning Commissioners, City Council Members, community members, and City Staff will serve as an Advisory Committee for this project. After review of the RFP's by the City Manager and Public Works Director, a short list will be created and those firms will be requested to make a presentation detailing their proposal to the Advisory Committee. The City Council will approve the contract with the selected firm.

Overview

The City of Alamosa is located in Alamosa County in the San Luis Valley at the intersection of Colorado State Highways 160, 17, and 285 about 123 miles southwest of Pueblo. Alamosa is located just 15 miles from the Great Sand Dunes National Park. The city, with a population of 8,828 (2010 census) is a regional hub for education, retail, service, and medical facilities. It is the home of Adams State University with almost 4,000 students and Trinidad State Junior College with approximately 1,000 students. The City has also experienced its challenges due to its geographical location and the long-term severe poverty of the area. The Alamosa County Regional Airport is south of the City and located next to the City's industrial park. The City of Monte Vista, which is approximately 15 miles west of Alamosa, is located along State Highway 160 and unincorporated East Alamosa is located just east of Alamosa. The City has a very low property tax and depends mostly on revenue generated from sales taxes of which tourism certainly plays a role.

Project Area and Timeframe

The physical scope of the Comprehensive Plan will include the incorporated area of the City of Alamosa. Areas outside of the City's current jurisdiction should be addressed as they pertain to potential future residential, commercial, and industrial growth opportunities. Additionally, areas should be identified where it would be beneficial for the City of Alamosa and Alamosa County to have discussions on growth and development requirements that could result in intergovernmental agreements.

The project shall commence, be completed, and presented within a 12-month timeframe. The City anticipates the project beginning by August/September, 2015.

Scope of Services

The following is a general description of the tasks to be required of the consultant. In preparing a proposal, the consultant is free to modify, revise or otherwise amend the list of tasks to best satisfy the requirements of the Plan.

1. Initial meeting with City staff to review the project schedule, schedule meetings and begin the process of data acquisition.
2. Obtain existing plans, maps and other documents relevant to the project.
3. Schedule and conduct meetings with appropriate elected and appointed officials. These meetings should include the Mayor and City Council, Planning and Zoning Commission, City Manager, and various City Staff members. The purpose of these meetings will be to obtain input and guidance as it relates to the Comprehensive Plan process.
4. Schedule and conduct public meetings and topic-specific focus groups as necessary (see citizen participation section).
5. Prepare a population analysis of Alamosa, including a demographic composite with readily available information provided by SLV Development Resources Group and potential areas of residential and commercial growth.
6. Prepare an inventory of existing land uses (displayed on a colored map and GIS compatible).
7. Determine present and future public facility, parks, and transportation needs, including projecting transportation system needs for major thoroughfares and arterial roadways with pedestrian and bicycle routes.
8. Review land use plan summaries from Alamosa County and unincorporated East Alamosa if any exist and identify potential land uses in reference to those plans.
9. In reference to the afore-mentioned land use map, develop a strategy for the most effective use of existing land (redeveloped land), undeveloped land, and surrounding land outside the current city limits.
10. As part of the creation of a strategy for the most effective use of surrounding land outside the current city limits, identify areas of collaboration for the City of Alamosa and Alamosa County.
11. Develop a thorough Strategic Plan, including vision and mission statements, for the future growth of Alamosa.

12. Review strategic plans from local agencies to ensure coordination.
13. Review current ordinances, policies, and development standards (including utilities and signage requirements) and recommend changes when applicable.
14. Identification and review of potential hazards.
15. Fully review the existing Zoning Codes and make recommendations to eliminate/modify outdated, contradictory codes and implement community appropriate, best-practice codes. Please provide a specific cost for this review.
16. Conduct a downtown and commercial district needs assessment and develop recommendations. The goal of this analysis is to place extra attention on the needs for these areas in regards to infrastructure, wayfinding, parking, and other factors that encourage or discourage redevelopment and vacancies. This is not intended to be a full-blown "Main Street" study, but rather to carve out time, technical expertise, and public input on the needs for these key areas. Please provide a specific cost for this analysis.
17. Develop goals, objectives and implementation strategies.
18. Prepare draft topical document sections for City Staff review.
19. Make periodic reports to the City Manager and a presentation at two public hearings for official adoption of the Plan.

The planning process shall be such that the plan document will be developed and submitted to the City in topical sections for review, comment and approval. Not only will this enable the project to remain at a manageable scale, but it will allow the City Staff to more effectively monitor the progress of the work program.

The final report shall be submitted in four formats:
1. 5 printed, bound, color copies;
2. An unbound reproducible original copy;
3. 5 printed copies of the overall executive summary;
4. A digital copy of the text and all graphics in PDF and Word format.

End Product

The Plan will be presented in a format and language that is user-friendly and easily comprehendible and accessible to the general public. The consultant should make an effort to minimize the use of technical planning jargon. The extensive use of maps, graphics and other devices that will enhance the readability and ease-of-use of the Plan is required. At the completion of the Plan process, the consultant must provide a Plan complete with all maps, graphs and tables that will become the domain of the City.

A number of summaries, in brochure and/or poster format, condensing the findings, goals and objectives of the Plan should also be supplied. This information, like all information supplied to the City, must also be available in electronic format. The City of Alamosa shall retain ownership of all generated data.

Existing Plans

The 1997 Comprehensive Plan and functional-element plans are available for review in the Public Works Office.

Citizen/Business Community Participation

Citizen participation is paramount to the development of this Comprehensive Plan. The planning process shall incorporate a citizen participation program that will encourage and facilitate input from City residents, Alamosa County, Adams State University, Trinidad State Junior College, Alamosa School District, and major employers. Additionally, the City's business community through the Chamber of Commerce and Alamosa County Economic Development Corporation should also be engaged in the Plan process and solicited for input on this Plan. Finally, regional partners such as the Alamosa Convention & Visitors Bureau and San Luis Valley Development Resources Group should be included in the public outreach. The City is also interested in recommendations on appropriate on-line tools to secure citizen input.

Client Responsibilities

The City of Alamosa shall provide all available existing documentation to the consultant and will make staff available on an as-needed basis. City Staff will schedule, coordinate and make all necessary arrangements for meetings conducted by the consultant during the course of this project.

Submission Requirements

In order to be considered, fifteen (15) copies of the proposal and an electronic copy must be received by the City of Alamosa on or before 5:00 pm, Friday, August 14, 2015.

All proposals must be in a sealed envelope marked:

REQUEST FOR PROPOSALS – COMPREHENSIVE PLANNING SERVICES
ATTN: HEATHER BROOKS, CITY MANAGER

Each proposal should be limited to thirty (30) pages and shall contain the following information:

1. A proposed work program based upon the scope of work in this request. The consultant is strongly encouraged to incorporate his or her own ideas beyond those outlined in the RFP.
2. A detailed theoretical timeline for the completion of the project, including specific areas of concentration (i.e. background documentation, demographic analysis, redevelopment areas, public meetings etc.)
3. A statement of qualifications, relevant experience and key personnel who will be responsible for the execution of this project, including qualifications of any sub-consultants named in the proposal. This may include addendum copies of past projects in cities of similar size.
4. A list of five (5) professional references of similar scope with mailing address, email address and phone numbers.

5. A detailed cost breakdown of the project.
6. The name, title, mailing address, email address, and telephone number of the individual authorized to negotiate and contractually bind the company during the period of the proposed evaluation.
7. A statement that the proposal is binding for not less than 75 days after the proposal due date.
8. List, by partner and staff level, hourly billing rates to be charged should the City expand the scope of the project or require additional services.

Copyright Releases

Those firms responding to the RFP shall supply a limited copyright release in order for City Staff to make copies of any copyrighted materials submitted within the proposal.

Selection Process

The deadline for submission of proposals is Friday, August 14, 2015.

After initial review by the City's City Manager and Public Works Director, a short list of proposals will be forwarded to the Advisory Committee for review. Several criteria will be closely evaluated, including, but not limited to the following: technical approach to the project, qualifications of staff, logical capabilities and previous performance with planning projects in similar communities. Interviews will be limited to a maximum of four (4) consultants.

Following the interview process, the City will attempt to negotiate an agreement with the preferred consultant. If no agreement can be reached with the preferred consultant, that consultant shall be dismissed and the City shall proceed with negotiations with the second-preferred consultant. This process may be repeated as necessary until an agreement can be negotiated that is satisfactory to both parties.

Compensation

Following the selection of a firm and the successful negotiation of an agreement, a contract shall be negotiated between the City and the successful firm. Reimbursement shall be made according to an agreed upon schedule, specified within the contract for a maximum not-to-exceed amount.

Contact Information

Firms responding to this solicitation should mail proposals to and direct all inquiries to:

Ms. Heather Brooks
City of Alamosa
300 Hunt Avenue
Alamosa, CO 81101
Telephone: (719) 589-2593
Facsimile: (719) 589-9454
Email: hbrooks@ci.alamosa.co.us

City Reservation of Rights

The City of Alamosa reserves the right, at its sole discretion, to use without limitation any and all information, concepts, and data submitted in response to this RFP, or derived from further investigation of such proposals. The City further reserves the right at any time and for any reason, to cancel this solicitation, to reject any and all proposals, to supplement, add to, delete from, or otherwise change this RFP as determined in the sole and absolute discretion of the City. The City may seek clarifications from a respondent regarding his or her proposal at any time and failure to respond promptly may be cause for rejection. The City also reserves the right to interview only those respondents it determines can provide the most advantageous services and to negotiate with one or more respondents on contract terms acceptable to the City of Alamosa.

ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION

Subject/Title:
Discussion regarding nuisance abatement priorities

Recommended Action:
Staff recommends that Council consider potential nuisance abatement scenarios and provide direction on priorities.

Background:
The City has strengthened its processes to address public nuisances especially in regards to weeds. As part of this process, staff has hired a contractor to handle certain abatement situations when the property owner has failed to remove the nuisance. In these instances, the costs related to abatement are placed as a lien on the property. Given this new focus of enforcement, staff is uncovering more properties that are in violation and the property owner cannot be found. These violations range from very extensive to more minor, but all receive complaints. Staff would like to further explore with Council how the abatement procedure works, potential costs, and determine how aggressive the City should be for different levels of nuisances.

Issue Before the Council:
After receiving more information to have a better understanding of the potential costs and risks related to nuisance abatement, how aggressive does Council want staff to be in its abatement activities?

Alternatives:
Council can provide direction to staff to abate nuisances along a full range of options including in only extreme situations, moderate situations, or all situations where the property owner fails to remove the nuisance.

Fiscal Impact:
The fiscal impact will depend on how aggressive Council wishes to be in abating nuisances.

Legal Opinion:
The City Attorney will be present for questions.

Conclusion:
There is a definite need to abate certain nuisances when property owners fail to remove the nuisance. However, the level of nuisance that the City should abate needs further clarification.

ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION

Subject/Title:
SLV Brewery Temporary Modification of Premises, September 5-6

Recommended Action:
Approve Temporary Modification of Premise to allow SLV Brewery premises to extend into San Juan Avenue for the temporary time period for the Early Iron Block Party "Slow Cruise" event.

Background:
The 400 Block of San Juan Avenue has been used for events in the past by way of a Special Events Permit, and most recently by way of a Temporary Modification of Premises. While both are an option, City staff has determined that modifying the Brewery's premises temporarily is a more efficient way to conduct the event and make enforcement easier.

Details are as follows:
- The Modification will begin Saturday, September 5, 2015 and end September 6, 2015.
- This will accommodate for the Early Iron Downtown Slow Cruise fundraiser.
- The extended premises will include the entirety of San Juan from Main Street to the alley that run east/west between Main and Fourth (drawing attached).
- The application is complete.
- All applicable fees have been paid.

Issue Before the Council:
Does Council wish to approve this Modification of Premises?

Alternatives:
1. Approve the Modification as requested.
2. Determine that a needs and desires hearing is appropriate for this application, and schedule a hearing. The first opportunity for a hearing at a regular Council meeting would be August 19.
3. Deny the Modification. This action requires documentation of the reasons for denial.

Fiscal Impact:
All applicable fees have been paid.

Legal Opinion:
Counselor Schwiesow will be available at the meeting if needed.

Conclusion:
The Early Iron event has proven to be a benefit to the community. The partnership between the Early Iron and SLV Brewery for the "Slow Cruise" event will also prove to be beneficial. This Modification is the most efficient mechanism for the street portion of the event.

ATTACHMENTS:

	Description	Type
🗋	SLV Brewery Temporary Modification of Premise Application	Backup Material

DR 8442 (09/24/09) Page 1
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
DENVER, COLORADO 80261
(303)-205-2300

FOR DEPARTMENT USE ONLY

PERMIT APPLICATION AND REPORT OF CHANGES

CURRENT LICENSE NUMBER 41938250000

ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN

LOCAL LICENSE FEE $ 300.00

APPLICANT SHOULD OBTAIN A COLORADO LIQUOR & BEER CODE BOOK TO ORDER CALL (303) 370-2165

1. Applicant is a

- ☐ Corporation ☐ Individual
- ☐ Partnership ☒ Limited Liability Company

PRESENT LICENSE NUMBER

2. Name of Licensee: San Luis Valley Brewing Company
3. Trade Name: San Luis Valley Brewing Company LLC
4. Location Address: 428 San Juan Ave

City: Alamosa | County: Alamosa | ZIP: 81101

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager reg/change

- License Account No. ____________

1983-750 (999) ☐ Manager's Registration (Hotel & Restr.)..$75.00

2012-750 (999) ☐ Manager's Registration (Tavern)..............$75.00

☐ Change of Manager (Other Licenses) NO FEE

Section B – Duplicate License

- Liquor License No. ____________

2270-100 (999) ☐ Duplicate License $50.00

Section C

2210-100 (999) ☐ Retail Warehouse Storage Permit (ea) $100.00

2200-100 (999) ☐ Wholesale Branch House Permit (ea).... 100.00

2260-100 (999) ☐ Change Corp. or Trade Name Permit (ea). 50.00

2230-100 (999) ☐ Change Location Permit (ea).................. 150.00

2280-100 (999) ☒ Change, Alter or Modify Premises
$150.00 x 2 Total Fee #300.00

2220-100 (999) ☐ Addition of Optional Premises to Existing H/R
$100.00 x ______ Total Fee ______

1988-100 (999) ☐ Addition of Related Facility to Resort Complex
$75.00 x ______ Total Fee ______

DO NOT WRITE IN THIS SPACE – FOR DEPARTMENT OF REVENUE USE ONLY

DATE LICENSE ISSUED	LICENSE ACCOUNT NUMBER	PERIOD

-750 (999)	-100 (999)	The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.	TOTAL AMOUNT DUE	$ .00

INSTRUCTION SHEET

FOR ALL SECTIONS, COMPLETE QUESTIONS 1-4 LOCATED ON PAGE 1

☐ Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature (Please note: Hotel, Restaurant, and Tavern licensees are required to register their managers).

☐ Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 4 for Oath of Applicant signature.

☐ Section C

Check the appropriate box in section C and proceed below.

1) ***For a Retail Warehouse Storage Permit,*** go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
2) ***For a Wholesale Branch House Permit,*** go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
3) ***To Change Trade Name or Corporation Name,*** go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
4) ***To modify Premise,*** go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
5) ***For Optional Premises or Related Facilities*** go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
6) ***To Change Location,*** go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.

STORAGE PERMIT

5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit

☐ **Retail Warehouse Permit for:**

☐ On–Premises Licensee (Taverns, Restaurants etc.)

☐ Off–Premises Licensee (Liquor stores)

☐ **Wholesalers Branch House Permit**

Address of storage premise: ______________________________

City ____________, County ____________, Zip ____________

Attach a deed/ lease or rental agreement for the storage premises.
Attach a detailed diagram of the storage premises.

CHANGE TRADE NAME OR CORPORATE NAME

6. Change of Trade Name or Corporation Name

☐ Change of Trade name / DBA only

☐ Corporate Name Change (Attach the following supporting documents)

1. Certificate of Amendment filed with the Secretary of State, or
2. Statement of Change filed with the Secretary of State, and
3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.

Old Trade Name	New Trade Name
Old Corporate Name	New Corporate Name

CHANGE OF LOCATION

7. Change of Location

NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of $750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.

Date filed with Local Authority ____________ **Date of Hearing** ____________

(a) Address of current premises ______________________________

City____________County____________Zip____________

(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)

Address ______________________________

City____________County____________Zip____________

(c) New mailing address if applicable.

Address ______________________________

City ____________ County ____________ State ________ Zip ____________

(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.

CHANGE OF MANAGER

8. Change of Manager or to **Register the Manager** of a Tavern or a Hotel and Restaurant liquor license.

(a) Change of Manager (attach Individual History DR 8404-I H/R and Tavern only)

Former manager's name ______________________

New manager's name ______________________

(b) Date of Employment ______________

Has manager ever managed a liquor licensed establishment? .... Yes ☐ No ☐

Does manager have a financial interest in any other liquor licensed establishment? .... Yes ☐ No ☐

If yes, give name and location of establishment ______________________

MODIFY PREMISES OR ADDITION OF OPTIONAL PREMISES OR RELATED FACILITY

9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility

NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed Closure of San Juan Ave adjacent to our existing Brewpub to host a Block Party Event in partnership with the Early Iron Car Show "Slow Cruise", and the City of Alamosa.

(b) **If the modification is temporary,** when will the proposed change:

Start 9/5/2015 (mo/day/year) End 9/6/2015 (mo/day/year)

NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS $300.00

(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

(If yes, explain in detail and describe any exemptions that apply) .... Yes ☐ No ☒

(d) Is the proposed change in compliance with local building and zoning laws? .... Yes ☒ No ☐

(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises?

.... N.A. .... Yes ☐ No ☐

(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises. See Attached

(g) Attach any existing lease that is revised due to the modification. N.A.

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature	Title	Date
Scott Graber	Owner	7-8-15

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY / COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. **THEREFORE, THIS APPLICATION IS APPROVED.**

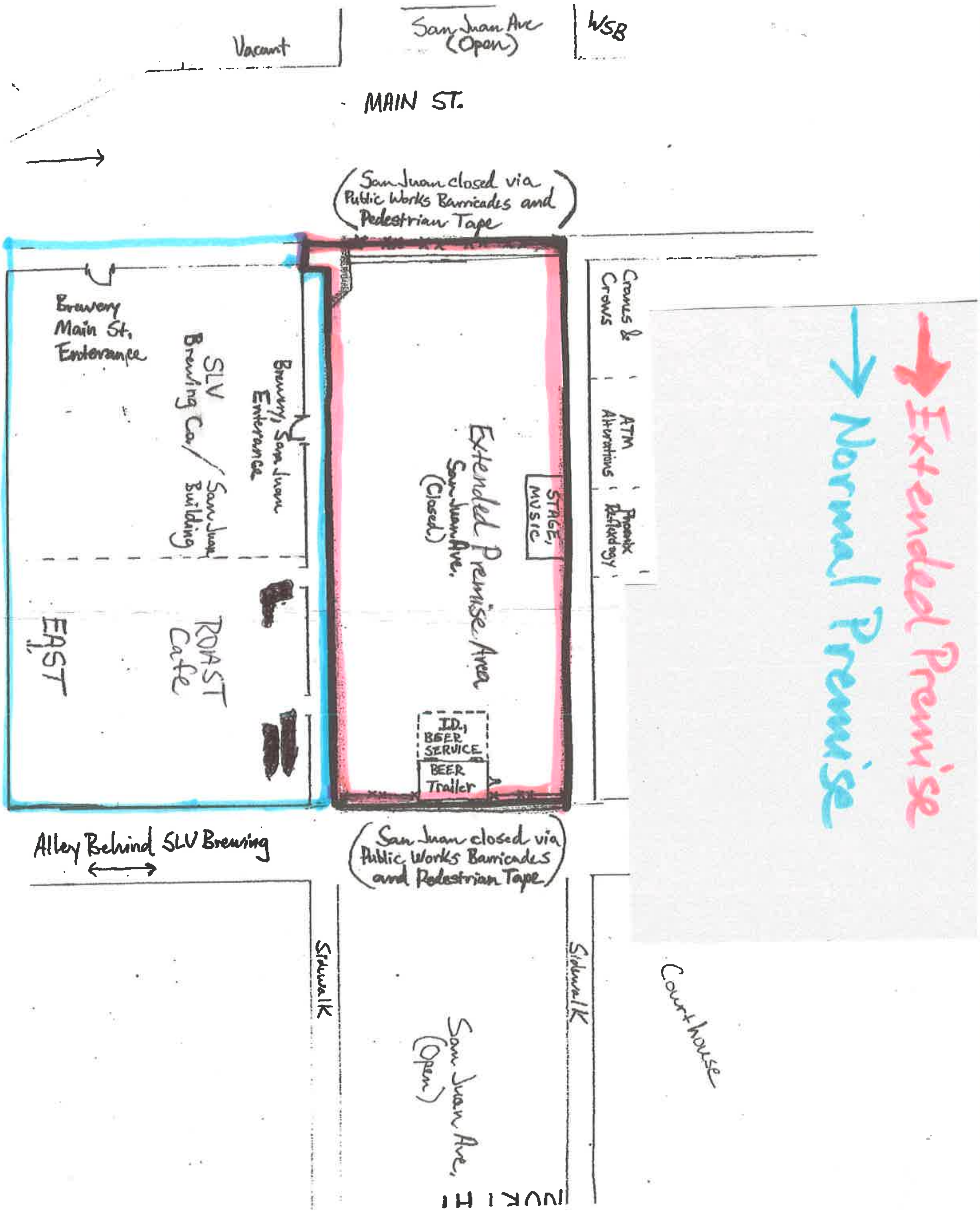
Local Licensing Authority (City or County)	Date filed with Local Authority

Signature	Title	Date

REPORT OF STATE LICENSING AUTHORITY

The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

Signature	Title	Date


Vacant
San Juan Ave (Open)
WSB
MAIN ST.
San Juan closed via Public Works Barricades and Pedestrian Tape
Brewery Main St. Enterance
SLV Brewing Co/ San Juan Building
Brewery/San Juan Entrance
EAST 1
ROAST Cafe
Extended Premise Area
San Juan Ave. (Closed.)
STAGE, MUSIC
Cranes & Crows
ATM Alterations
Phoenix Reflexology
ID, BEER SERVICE
BEER Trailer
Extended Premise
Normal Premise
Alley Behind SLV Brewing
San Juan closed via Public Works Barricades and Pedestrian Tape
Sidewalk
Sidewalk
Courthouse
San Juan Ave. (Open)
NORTH