

ALAMOSA CITY COUNCIL

Regular Meeting Agenda

Council Chambers
300 Hunt Avenue, Alamosa, CO
August 1, 2018

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.

Council Calendar

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. National Health Center Week Proclamation

VI. CONSENT CALENDAR A

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

C.7.a. Approve Minutes of Meeting July 18, 2018

VII. REGULAR BUSINESS

A. Presentations from Outside Agencies

1. Request for Funding from SLV Local Food Coalition
2. San Luis Valley Youth Hockey Association Presentation

B. Business Brought Forward by City Staff

1. Public Works

- a. Alamosa Family Recreation Center (AFRC) HVAC replacement
- b. Second Reading and public hearing, Ordinance No. 18-2018, River Trece Three Annexation approving the inclusion of the River Trece Three property into the corporate boundary of the city.
- c. Second Reading and public hearing, Ordinance No. 22-2018, an ordinance amending section 19-23(5) of the Code of Ordinances of the City of Alamosa to remove a small portion of the area in which bicycles are prohibited on sidewalks, and to add an area and two streets where adults may not ride bicycles on sidewalks
- d. Second Reading and public hearing, Ordinance No. 25-2018 Annexation of 60 acres of SLV Regional Airport property.
- e. First Reading, Ordinance No. 24-2018 Adoption of the 2015 International Code Family

2. Finance

- a. Second Reading and public hearing, Ordinance No. 23-2018, an ordinance amending Sections 2-134 and 2-182 of *The Code of Ordinances of The City of Alamosa* to raise the dollar amount that triggers formal bidding procedures for purchasing materials and services.

3. Police

- a. Second Reading and public hearing, Ordinance No. 26-2018, an Ordinance Approving An Intergovernmental Agreement with the Alamosa School District to Provide a School Resource Officer from the Alamosa Police Department to the Alamosa School District.

C. Committee Reports

D. Staff Announcements

COUNCIL COMMENT

EXECUTIVE SESSIONS

- 1. Executive session pursuant to C.R.S. § 24-6-402(4)(f) for negotiation of city attorney contract of employment.

ADJOURNMENT

ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION

Subject/Title:

Council Calendar

ATTACHMENTS:

Description		Type
 Council Calendar		Cover Memo

Alamosa City Council Meetings and Events

Updated 7/26/2018

All events are held in Alamosa Colorado unless otherwise noted

CITY HALL IS LOCATED AT 300 HUNT				
Date	Time	Event	Location	Additional Information
July 28, 2018	9:00 a.m.	ASU 8K Run with the Legends	ASU McDaniel Hall	***
August 1, 2018	6:00 p.m.	Work Session: Budget	Council Chambers	*
August 2, 2018	5:30 p.m.	Employee BBQ	Cattails Golf Course	****
August 3-4, 2018	All day	Council Retreat	Trinchera	*
August 3-4, 2018	All day	SLV Beat the Heat BBQ Competition	Cole Park	***
August 6, 2018	9:00 a.m.	SLV Annual Economic Summit	ASU SUB	**
August 6, 2018	6:00 p.m.	Alamosa Ranch Plan Public Input Session	Rec Center	***
August 7, 2018	5:30 p.m. - 9:00 p.m.	America's Night Out Against Crime	Cole Park	***
August 7, 2018	6:00 p.m.	Alamosa Ranch Plan Public Input Session	Rec Center	***
August 8, 2018	6:00 p.m.	Work Session: Budget	Council Chambers	*
August 11, 2018	8:00 a.m.	KaBoom! Build Day	Friends Park	***
August 14, 2018	6:00 p.m.	Public Meeting Regarding City of Alamosa Budget	TBD	***
August 15, 2018	6:00 p.m.	Work Session: Foster SID	Council Chambers	*
August 29, 2018	6:00 p.m.	Draft Alamosa Ranch Plan Presentation and Public Comment	Rec Center	***
August 31, 2018 - September 1, 2018	All day	Early Iron	Cole Park	***
September 5, 2018	6:00 p.m.	Work Session: Budget	Council Chambers	*
September 7, 2018	5:30 p.m.	Artscape Unveiling	Train Depot	***
September 25, 2018	4:00 p.m.	CML District 8 Fall Meeting	Bistro Rialto	**
* Work sessions are informal Council meetings for the purpose of discussion among Council members. No action is taken. The public is invited to attend, but public comment is generally not received unless otherwise noted.				
**Sponsored by outside entity. Council members have been invited to attend. Please check with originating entity for registration information				
*** Citizens are encouraged to attend this community event				
**** This is a purely social event and not open to the public				
*****This is a closed session and not open to the public				

**ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION**

Subject/Title:

National Health Center Week Proclamation

ATTACHMENTS:

Description	Type
 VW NHCW Proclamation	Cover Memo



National Health Center Week 2018 - A Proclamation

Whereas: For over 50 years, Community Health Centers have provided high-quality, affordable, comprehensive primary and preventive health care in our nation's underserved communities, delivering value to, and having a significant impact on America's health care system.

Whereas: As the country's largest primary care network, Health Centers are the health care home for 27 million Americans in over 10,000 communities across the nation. One in every twelve people in the United States gets their care in a community health center.

Whereas: Health Centers are a critical element of the health system, often providing the only accessible and dependable source of primary care in their communities. Nationwide, Health Centers serve one in every six residents of rural areas.

Whereas: Health Centers develop new approaches to integrating a wide range of services beyond primary care, including oral health, behavioral health, and pharmacy services, to meet the needs and challenges of their communities.

Whereas: Health Centers are governed by patient-majority boards, ensuring that the patients of each Health Center are engaged in their own health care decisions.

Whereas: Health Centers are locally owned and operated small businesses that serve as critical economic engines, helping to power local economies by generating \$45.6 billion in economic impact in some of the country's most economically deprived communities.

Whereas: Health Centers nationally employ more than 200,000 people, including physicians, dentists, nurse practitioners and physician assistants who work as part of multi-disciplinary clinical teams designed to treat the whole patient.

Whereas: The Health Center model is an effective means of overcoming barriers to healthcare access, including geography, income and insurance status, and in doing so, improves health care outcomes and reduces health care system costs.

Whereas: Health Centers reduce overall costs of care by helping manage patients chronic conditions, which keeps them out of costlier health care settings like hospital emergency rooms.

Whereas: Health Centers are on the front lines of emerging health care crises, providing access to care for our nation's veterans, addressing the opioid epidemic, and responding to public health threats in the wake of natural disasters.

Whereas: National Health Center Week is the opportunity to recognize America's nearly 1,400 health center organizations with over 10,400 service delivery sites, their dedicated staff, board members, patients and all those responsible for their continued success and growth since the first health centers opened their doors more than 50 years ago.

Whereas: During National Health Center Week, we celebrate the legacy of America's Health Centers, and their vital role in shaping the past, present, and future of America's health care system.

NOW, THEREFORE, I, Ty Coleman, Mayor of the City of Alamosa, do hereby proclaim **August 12-18, 2018**, as **National Health Center Week**. I encourage all Americans to take part in this week by visiting their local Health Center and celebrating the important partnership between America's Health Centers and the communities they serve.

Attest:

Ty Coleman, Mayor

Holly Martinez, City Clerk

**ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION**

Subject/Title:

Approve Minutes of Meeting July 18, 2018

ATTACHMENTS:

Description	Type
📎 Minutes of Meeting July 18, 2018	Minutes

ALAMOSA CITY COUNCIL

Regular Meeting Minutes

Council Chambers
300 Hunt Avenue, Alamosa, CO
July 18, 2018

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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Council Calendar

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 Pro Tem Liz Hensley at 7:05 p.m. The Pledge of Allegiance was recited.

II. ROLL CALL

Present at roll call: Mayor Pro Tem Liz Hensley, Councilors David Broyles, Jan Vigil, and Charles Griego. Mayor Ty Coleman and Councilors Kristina Daniel and Michael Carson previously requested to be excused. Also present: City Manager Heather Brooks, City Attorney Erich Schwiesow, and City Clerk Holly Martinez.

III. AGENDA APPROVAL

Councilor Vigil moved, seconded by Councilor Broyles to approve the agenda as presented and to excuse Mayor Coleman, Councilor Daniel, and Councilor Carson. The motion carried unanimously.

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

Dan McCann spoke thanking and congratulating the Public Works department for all their hard work on the streets and also informed Council of the Vietnam Veterans Service Recognition event that is being held next week.

B. Follow-Up

None.

V. CEREMONIAL ITEMS

A. Joe Vigil Day

Councilor Vigil read the proclamation and Council presented it to Adams State Coaches Damon Martin and Larry Mortenson.

B. Introduction of Police Officer, Moses Heredia

Police Chief Duane Oakes introduced Moses Heredia, 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 Griego moved, seconded by Councilor Vigil to approve Consent Calendar A as presented. The motion carried unanimously.

C.2.a. May 2018 Monthly Financial Reports & Expenditure Reports

C.7.a. Approve Minutes of Meeting June 27, 2018

C.8.a. Receive June 2018 Monthly Reports

C.8.b. City Manager Employment Agreement

C.4.a. Motion authorizing the Mayor to sign amended management agreement with the Cattails Golf Board

VII. REGULAR BUSINESS

C. Business Brought Forward by City Staff

1. Public Works

- a. First Reading, Ordinance No. 25-2018 Annexation of 60 acres of SLV Regional Airport property.

Counselor Schwiesow presented information to Council.

Councilor Griego moved, seconded by Councilor Vigil to approve Ordinance No. 25-2018 on first reading and set for public hearing on Wednesday, August 1, 2018 at 7:00 p.m. or as soon thereafter as the matter may be heard. The motion carried unanimously.

- b. Second Reading and public hearing, Ordinance No. 20-2018, an ordinance

amending Chapter 21 of *The Code of Ordinances of The City of Alamosa* to clarify provisions related to wireless telecommunications facilities and to adjust limitations on multiple use wireless communications facilities.

Counselor Schwiesow reviewed this ordinance with Council.

Mayor Pro Tem Hensley opened the public hearing at 7:32 p.m. and asked for those wishing to speak on this ordinance.

With there being no one wishing to speak, the hearing closed at 7:32 p.m.

Councilor Vigil moved, seconded by Councilor Griego to finally adopt Ordinance No. 20-2018. The motion carried unanimously.

- c. Second Reading and public hearing, Ordinance No. 21-2018, An Ordinance amending Section 21-4-702(A) and -702(B) of the Code Of Ordinances of the City of Alamosa to allow greater scope for placement of signs In certain traditional public property locations and to change the limitations on placement of signs on vacant land

City Manager Heather Brooks reviewed this ordinance with Council.

Mayor Pro Tem Hensley opened the public hearing at 7:39 p.m. and asked for those wishing to speak on this ordinance.

There being no one wishing to speak, the hearing closed at 7:40 p.m.

Councilor further discussed this ordinance.

Councilor Griego moved, seconded by Councilor Vigil to finally adopt Ordinance No. 21-2018 with the amendment to Section 21-4-702(b)(2) changing the time period to May 15th through November 15th. The motion carried 3 to 1 with Mayor Pro Tem Hensley casting the no vote.

- d. First Reading, Ordinance No. 18-2018, River Trece Three Annexation approving the inclusion of the River Trece Three property into the corporate boundary of the city.

City Planner Dan Vaughn presented information to Council.

Councilor Vigil moved, seconded by Councilor Broyles to approve Ordinance No. 18-2018 on first reading and set for a public hearing on Wednesday, August 1, 2018 at 7:00 p.m. or as soon thereafter. The motion carried unanimously.

2. Finance

- a. First Reading, Ordinance No. 23-2018, an ordinance amending Sections 2-134 and 2-182 of *The Code of Ordinances of The City of Alamosa* to raise the dollar amount that triggers formal bidding procedures for purchasing materials and services.

Counselor Schwiesow presented information to Council.

Councilor Griego moved, seconded by Councilor Vigil to approve Ordinance No. 23-2018 on first reading and set for public hearing on Wednesday, August 1, 2018 at 7:00 p.m. or as soon thereafter as the matter may be heard. The motion carried unanimously.

- b. Public Hearing to receive input regarding the CDBG Public Facilities Grant used to help facilitate the infrastructure project completed for SLV Health , Medical Clinic and Oncology Center parking and Blanca Street improvements.

Finance Director Judy Kelloff and John Thompson, Director of Support Operations of San Luis Valley Regional Medical Center presented information to Council.

Mayor Pro Tem Hensley opened the hearing at 8:07 p.m. and asked for those wishing to speak on this issue.

There being no one wishing to speak, the hearing closed at 8:07 p.m.

- c. Resolution No. 13-2018 amending Ordinance 31-2017 for the 2018 Budget also known as the 2nd Budget Amendment.

Judy Kelloff presented information to Council.

Councilor Griego moved, seconded by Councilor Broyles to pass Resolution No. 13-2018. The motion carried unanimously.

3. Police

- a. First Reading, Ordinance No. 26-2018, an Ordinance Approving An Intergovernmental Agreement with the Alamosa School District to Provide a School Resource Officer from the Alamosa Police Department to the Alamosa School District.

Chief Oakes presented information to Council.

Councilor Vigil moved, seconded by Councilor Griego to approve Ordinance No. 26-2018 on first reading and set for a public hearing on Wednesday, August 1, 2018 at 7:00 p.m. or as soon thereafter as the matter may be heard. The motion carried unanimously.

- b. First Reading, Ordinance No. 22-2018, an ordinance amending section 19-23(5) of the Code of Ordinances of the City of Alamosa to remove a small portion of the area in which bicycles are prohibited on sidewalks, and to add an area and two streets where adults may not ride bicycles on sidewalks

Heather Brooks presented information to Council.

Councilor Vigil moved, seconded by Councilor Broyles to approve Ordinance No. 22-2018 on first reading and set for a public hearing on Wednesday, August 1, 2018 at 7:00 p.m. or as soon thereafter as the matter may be heard. The motion

carried unanimously.

D. Committee Reports

Councilor Broyles spoke in regards to walking in the Fourth of July Parade with Mayor Coleman and Mayor Pro Tem Hensley.

Mayor Pro Tem Hensley reported on the CML Executive Board Retreat she attended last week.

Councilor Broyles also reported on the Senior Citizens board meeting he attended.

E. Staff Announcements

Counselor Schwiesow updated Council in regards to the Golf Course augmentation plan.

Mark Wright updated Council in regards to the water tower.

Fire Chief Don Chapman updated Council with information about the Spring Fire.

Heather Brooks updated Council on upcoming meetings.

Police Chief Duane Oakes updated Council in regards to changes that will be occurring at the police department related to leadership positions there.

VIII. 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.

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

1. Alamosa County Chamber of Commerce, Beat the Heat BBQ Special Events Permit, August 3 and 4, 2018.

COUNCIL COMMENT

Councilor Vigil asked when the fireworks show will be held. Heather Brooks clarified they are looking at different dates and events that would be appropriate to hold it. He also asked for an update on water usage at the next meeting. Ms. Brooks stated that will be on the August 15th agenda.

Mayor Pro Tem Hensley spoke in regards to the fourth of July parade, the recent KaBoom! build for Payton's Play Ball! Park and also on the upcoming KaBoom! build for Friends Park.

Councilor Vigil thanked Mayor Pro Tem Hensley for her work on the KaBoom! build.

EXECUTIVE SESSIONS

Councilor Vigil moved, seconded by Councilor Griego to move into Executive Session (9:07 p.m.) pursuant to C.R.S. §24-6-402(4)(a) and (4)(e) to discuss transfer of jointly owned (with the County) airport property and instruct negotiators with respect to that property and C.R.S. §24-6-402(4)(f) for Personnel Matters. The motion carried unanimously.

After the executive sessions, no further business will be discussed.

1. Executive Session pursuant to C.R.S. § 24-6-402(4)(a) and (4)(e) to discuss transfer of jointly owned (with the County) airport property and instruct negotiators with respect to that property.
2. Executive Session pursuant to C.R.S. §24-6-402(4)(f) for Personnel Matters - Evaluation of City Attorney - Third Meeting

ADJOURNMENT

When back in regular session (9:58 p.m.), Mayor Pro Tem declared the executive sessions were held solely for the stated reasons and no further business discussed.

The meeting adjourned immediately after the executive sessions.

Holly C. Martinez, City Clerk

Liz Hensley, Mayor Pro Tem

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Alamosa Family Recreation Center (AFRC) HVAC replacement

Recommended Action:

Staff recommends that Council award the AFRC HVAC replacement to Husmann Plumbing & Heating for the amount of \$124,480.65.

Background:

In 2003, the Alamosa Family Recreation Center was completed. The original HVAC system was designed to utilize the Twentieth Street geothermal well to assist in heating the Rec Center. The geothermal well was not effective, so the secondary heat source, the boiler system, has done the majority of the heating for the past 15 years. For the last several years, the boiler has started to show its age, requiring several repairs and is now in need of replacement.

In June of this year, the City hired the mechanical engineering firm Mark Burggraaf & Associates Inc., to assess the existing system and design a replacement heating system, while trying to utilize as much of the existing system as possible. In doing so, Burggraaf identified a few items in the current heating infrastructure that would need to be addressed in addition to the boiler replacement. The main items identified are fixing the radiant floor manifold modifications (alternate #2), along with a system balancing (alternate #3).

With Burggraaf's design in hand, we issued a Request for Bids and received three qualified bids. Those bids were as follows:

Husmann Plumbing & Heating Base Bid \$109,865.65 + Alternates 2&3 for a total of \$124,480.65

Vendola Plumbing & Heating Base Bid \$144,193.00 + Alternates 2&3 for a total of \$165,593.00

American Mechanical Services Base Bid \$148,148.00 + Alternates 2&3 for a total of \$178,408.00

Husmann Plumbing is the lowest qualified bid.

Issue Before the Council:

Does Council wish to approve Husmann Plumbing & Heating Bid for the amount of \$124,480.65?

Alternatives:

Council can approve the award as presented; approve with modifications; or award the bid to Vendola Plumbing & Heating or American Mechanical Services.

Fiscal Impact:

The request is above the \$76,000 budgeted for this project in the CIP. If approved, staff will include the \$48,480.65 in the next budget amendment.

After the assessment and design from the mechanical engineer, it was clear that the project would

exceed the budget so the recommended 2019 CIP moved projects to account for the additional costs in order to protect the 10-year projections.

Legal Opinion:

City Attorney will be present for comment.

Conclusion:

Replacing the current heat system with new and more efficient design will not only save the City money in energy costs, but will reduce the needed maintenance and repairs on the AFRC heating system.

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Second Reading and public hearing, Ordinance No. 18-2018, River Trece Three Annexation approving the inclusion of the River Trece Three property into the corporate boundary of the city.

Recommended Action:

That Council conduct a public hearing and unless information is provided to the contrary, approve Ordinance No. 18-2018, approving the River Trece Three Annexation on second reading, and approve the draft annexation agreement for execution by the Mayor.

Background:

River Trece Phase I was annexed into the city in 1992. River Trece II was annexed into the city in August, 1994. The requested annexation of River Trece III is a logical progression of a successful development. The proposed zoning of RL - Residential Low is consistent with previous filings of the River Trece subdivision and is consistent with surrounding development.

A "tie-back levee" was constructed in 1997 on the parcel owned by Chefas that was recently transferred to Western Rivers. The tail end of the levee will cross approximately 700 feet of the parcel currently considered for annexation. The levee is a barrier to access the Western Rivers parcel. The annexation plat identifies an area that will be dedicated as a road and access easement when the property is subdivided. Annexation fees of \$1,225 have been paid. The City has available water and the purchase of water will occur at the time of subdivision as part of the Annexation Agreement.

The tieback levee was referenced in a 1992 unrecorded Memorandum of Understanding executed as part of the original 1992 annexation process for River Trece I, with the agreement that its value would be deducted against water fees for future annexations. It is not clear from review of the documents available to the City that such was ever done. However, in discussions with the developer, he has stated that he does not seek to apply any credit from that tie-back levee (if any exists) to River Trece III.

A draft of the annexation agreement is attached, and should be considered as part of this annexation process. It is our standard form annexation agreement, requiring the developer to provide all necessary infrastructure and to make a cash-in-lieu payment for water necessary for the project at time of subdivision.

Issue Before the Council:

Does Council wish to pass Ordinance No. 18-2018 on second reading?

Alternatives:

- 1) Adopt the ordinance on second reading and approve the draft annexation agreement;
- 2) Adopt the ordinance and make changes to the annexation agreement, such as:
 - a) decline to require a payment in lieu for water
 - b) change the amount charged per acre foot from the proposed \$5,000 to what was the prior standard in the City - the amount charged by the San Luis Valley Water Conservancy District at the time the charge is assessed (currently \$20,000). Note that staff has determined that tying the payment in lieu to the amount charged by the SLVWCD results in an unreasonably high fee, but

this issue has not been discussed with Council previously.

c) adopt the ordinance but decline to approve the annexation agreement until further discussed or modified. This will delay the recording of the final annexation plat (and thus the finalization of the annexation) until the annexation agreement is finally executed.

3) decline the ordinance or annexation agreement with further direction to staff.

Fiscal Impact:

No significant fiscal impact is anticipated. Residential property included within the City does not contribute much to the City's tax revenue, and the Annexation Agreement is structured such that the developer must shoulder the cost of infrastructure development.

Legal Opinion:

The City Attorney will be present for comment.

Conclusion:

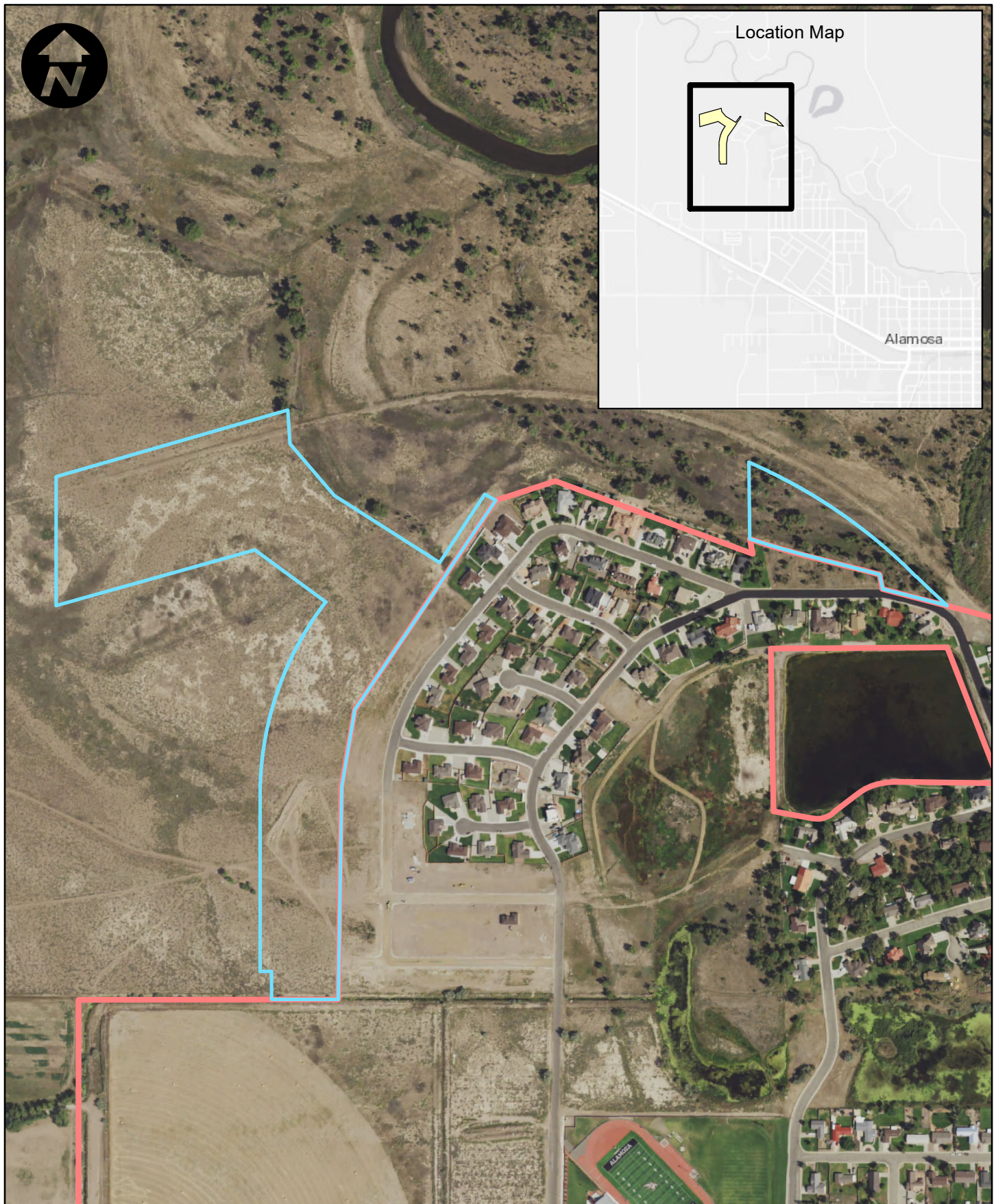
This annexation enables logical continuation of the River Trece development. The proposed zoning of RL - Residential Low is consistent with previous filings of the River Trece subdivision and is consistent with surrounding development.

ATTACHMENTS:

Description	Type
▣ Vicinity Map	Exhibit
▣ Ordinance 18-2018 River Trece Three Annexation	Ordinance
▣ River Trece Three Annexation Map	Exhibit
▣ Draft River Trece III annexation agreement	Backup Material

River Trece Three Annexation

Date: 2/12/2018



-  River Trece Three Annex
-  Current City Limits

0 125 250 500 750 1,000 Feet

ORDINANCE NO. 18-2018

AN ORDINANCE APPROVING THE ANNEXATION OF THE 2017 RIVER TRECE 3 PETITION FOR THE ANNEXATION OF TWO TRACTS OF LAND CONTAINING APPROXIMATELY 28.64 TOTAL ACRES LOCATED IN THE SOUTHEAST QUARTER (SE¼) OF SECTION 32 AND THE SOUTHWEST QUARTER (SW¼) OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 10 EAST, NEW MEXICO PRINCIPAL MERIDIAN, ALAMOSA COUNTY, COLORADO.

WHEREAS, the petition filed by the owners of 100% of the real property included in an area proposed to be annexed, being generally an approximately 2 acre parcel north of Lakewood Drive in the existing River Trece subdivision, and an approximately 26 acre parcel west of Sarah Lane in the existing River Trece 2 subdivision, Alamosa County, Colorado (which area is described in exhibit A attached hereto and made a part hereof by reference), excluding public streets and alleys and any land owned by the City of Alamosa, was previously found by the Alamosa City Council to be in substantial compliance with Section C.R.S. § 31-12-107(1) (Resolution No. 7-2018); and

WHEREAS, all applicable requirements of the *Code of Ordinances of the City of Alamosa, Colorado*, have been fulfilled; and

WHEREAS, the property is eligible for annexation in accordance with the *Municipal Annexation Act of 1965*, as amended, as found by Resolution No. 7-2018 after duly noticed public hearing; and

WHEREAS, the Alamosa City Council finds it in the best interests of the citizens of Alamosa that the proposed property be annexed, consistent with the terms and conditions of the annexation agreement dated July 18, 2018, hereby approved by the City, with direction to the City Manager to execute the annexation agreement on behalf of the City;

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

Section 1. That the property described in the attached Exhibit A is hereby annexed to the City of Alamosa, Colorado, which property has no street address applicable to the property as a whole.

Section 2. The zoning for said property is hereby determined and established to be: "RL", (Residential Low).

Section 3. That, in annexing said property to the City of Alamosa, Colorado, the City does not assume any obligation respecting the construction of water mains, sewer lines, gas mains, electric service lines, streets, or any other services or utilities

in connection with the property hereby annexed except as may be expressly provided by the ordinances of the City of Alamosa, Colorado, and that the owners of such annexed property shall be responsible for the cost of extension of such services and utilities.

Section 4. General Repealer. All acts, orders, ordinances, resolutions, or portions thereof in conflict herewith, are hereby repealed to the extent of such conflict.

Section 5. 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 6. 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 7. 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 ORDERED published the 27th day of June, 2018, and a public hearing hereon fixed for the 18th day of July, 2018 at 7:00 p.m., or as soon thereafter as the matter may be heard.

APPROVED, AND ADOPTED after public hearing this 18th day of July, 2018.

CITY OF ALAMOSA

By: _____
Ty Coleman, Mayor

ATTEST:

Holly C. Martinez, City Clerk

EXHIBIT A

ORDINANCE NO. 18-2018

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

TRACT 1 DESCRIPTION

A tract of land located in the Southeast Quarter (SE¼) of Section 32 and the Southwest Quarter (SW¼) of Section 33, Township 38 North, Range 10 East, New Mexico Principal Meridian, Alamosa County, Colorado, being more particularly described by metes and bounds as follows:

Beginning at a point on the southerly limits of the Alamosa Flood Protection Easement as filed in the office of the Alamosa County Clerk and Recorder at Reception No. 0144, from which the Southwest Sixteenth Corner of Section 33, monumented by a No. 6 Rebar with a ¾" Aluminum Cap set by PLS. 5442, bears S 76°41'33" E a distance of 660.46 feet; thence N 75°24'12" W, along the north boundary of River Trece Subdivision as filed in the office of the Alamosa County Clerk and Recorder at Reception No. 264769, a distance 255.97 feet, to the Southeast corner of the Schiffer Annexation as per the plat filed in the office of the Alamosa County Clerk and Recorder at Reception No. 292242, thence N 11°46'35" W a distance of 55.82 feet to the northeast corner of said annexation; thence N 75°25'13" W along the north boundary of said Annexation a distance 322.43 feet; thence along the arc of a curve to the right (Curve Data: Radius = 2423.52 feet; Central Angle = 4°27'34"; Chord Bearing = N 73°10'03" W; Chord Length = 188.57 feet) a distance 188.62 feet; N 00°00'00" W along the west boundary of the tract herein described a distance of 294.24 feet to a point on the southerly boundary line for said Alamosa Flood Protection easement; thence along the southerly limits of the Alamosa Flood Protection Easement for the following three (3) courses:

1. thence along the arc of a curve to the right (Curve Data: Radius = 2246.83 feet; Central Angle = 20°00'28"; Chord Bearing = S 55°13'41" E; Chord Length = 780.61 feet) a distance 784.59 feet;
2. thence S 45°08'032" E a distance of 62.81 feet;
3. thence S 47°51'02" E a distance of 88.90 feet to the Point of Beginning, containing 2.17 acres, more or less. This parcel is subject to any and all existing easements of what-so-ever nature.

TRACT 2 DESCRIPTION

A tract of land located in the Southeast Quarter (SE¼) of Section 32 , Township 38 North, Range 10 East, New Mexico Principal Meridian, Alamosa County, Colorado, being more particularly described by metes and bounds as follows:

Beginning at the Southwest corner of the River Trece Two as filed in the office of the Alamosa County Clerk and Recorder at Reception No. 289875, from which the Southeast Corner of Section 32, monumented by a 2½" Brass Cap and pipe set by PLS. 5442. thence S 89°47'24" W along the south line of the Southeast Quarter of said Section a distance of 258.60 feet; thence along the westerly boundary of the parcel herein described for the following nine (9) courses;

1. thence N 00°12'44"W a distance of 110.65 feet;
2. thence S 89°47'16" W a distance of 43.63 feet;
3. thence N 00°12'44"W a distance of 268.92 feet;
4. thence N 00°55'07" E a distance of 60.06 feet;
5. thence N 00°02'20"E a distance of 332.25 feet;
6. thence along the arc of a curve to the right (Curve Data: Radius = 1250.00 feet; Central Angle = 36°55'35"; Chord Bearing = N 18°30'08" E; Chord Length = 791.74 feet) a distance 805.61 feet;
7. thence N 53°28'25" W a distance of 339.03 feet;
8. thence S 74°41'38" W a distance of 784.82 feet;
9. thence N 00°02'20" E a distance of 492.56 feet to the northwest corner of the tract herein described; thence N 74°44'38" E a distance of 777.51 feet to a point on the southwesterly line of the proposed Chefas Riparian Park; thence along said Riparian Park for the following five (5) courses;
1. thence S 04°33'00" E a distance of 129.46 feet;
2. thence S 40°17'22" E a distance of 262.30 feet;
3. thence S 56°48'09" E a distance of 477.79 feet;
4. thence N 33°49'08" E a distance of 312.60 feet;
- . thence S 56°10'52" E a distance of 50.00 feet to a point on the northerly boundary of River Trece Two; thence along the westerly boundary of said River Trece Two for the following three (3) courses;
1. thence S 33°49'08" W a distance of 959.86 feet;
2. thence S 09°41'13" W a distance of 298.34 feet;
3. thence S 00°54'26" W a distance of 807.59 feet to the Point of Beginning, containing 26.47 acres, more or less.

ANNEXATION DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS that the undersigned "PETITIONERS" in accordance with the Municipal Annexation Act of 1932 (Article 12, Chapter 31, C.R.S., as amended) hereby petition to the City Council of the City of Alamosa, Colorado, for annexation to the City of Alamosa of the unincorporated territory more particularly described as follows:

TRACT 1 DESCRIPTION

A tract of land located in the Southeast Quarter (SE¼) of Section 32 and the Southeast Quarter (SW¼) of Section 33, Township 38 North, Range 10 East, New Mexico Principal Meridian, Alamosa County, Colorado, being more particularly described by metes and bounds as follows:

Beginning at a point on the southerly limits of the Alamosa Flood Protection Easement as filed in the office of the Alamosa County Clerk and Recorder at Reception No. 0144, from which the Southwest Sixteenth Corner of Section 33, monumented by a No. 6 Rebar with a 3¼" Aluminum Cap set by PLS. 5442, bears S 76°41'33" E a distance of 660.46 feet; thence N 75°24'12" W, along the north boundary of River Trece Subdivision as filed in the office of the Alamosa County Clerk and Recorder at Reception No. 264769, a distance 255.97 feet, to the Southeast corner of the Schiffer Annexation as per the plat filed in the office of the Alamosa County Clerk and Recorder at Reception No. 292242, thence N 11°46'35" W a distance of 55.82 feet to the northeast corner of said annexation; thence N 75°25'13" W along the north boundary of said Annexation a distance 322.43 feet; thence along the arc of a curve to the right (Curve Data: Radius = 2423.52 feet; Central Angle = 4°27'34"; Chord Bearing = N 73°10'03" W; Chord Length = 188.57 feet) a distance 188.62 feet; N 00°00'00" W along the west boundary of the tract herein described a distance of 294.24 feet to a point on the southerly boundary line for said Alamosa Flood Protection easement; thence along the southerly limits of the Alamosa Flood Protection Easement for the following three (3) courses:

1. thence along the arc of a curve to the right (Curve Data: Radius = 2246.83 feet; Central Angle = 20°00'28"; Chord Bearing = S 55°13'41" E; Chord Length = 780.61 feet) a distance 784.59 feet;
2. thence S 45°08'032" E a distance of 62.81 feet;
3. thence S 47°51'02" E a distance of 88.90 feet to the Point of Beginning, containing 2.17 acres, more or less. This parcel is subject to any and all existing easements of what-so-ever nature.

TRACT 2 DESCRIPTION

A tract of land located in the Southeast Quarter (SE¼) of Section 32, Township 38 North, Range 10 East, New Mexico Principal Meridian, Alamosa County, Colorado, being more particularly described by metes and bounds as follows:

Beginning at the Southwest corner of the River Trece Two as filed in the office of the Alamosa County Clerk and Recorder at Reception No. 289875, from which the Southeast Corner of Section 32, monumented by a 2½" Brass Cap and pipe set by PLS. 5442, thence S 89°47'24" W along the south line of the Southeast Quarter of said Section a distance of 258.60 feet; thence along the westerly boundary of the parcel herein described for the following nine (9) courses;

1. thence N 00°12'44" W a distance of 110.65 feet;
2. thence S 89°47'16" W a distance of 43.63 feet;
3. thence N 00°12'44" W a distance of 268.92 feet;
4. thence N 00°55'07" E a distance of 60.06 feet;
5. thence N 00°02'20"E a distance of 332.25 feet;
6. thence along the arc of a curve to the right (Curve Data: Radius = 1250.00 feet; Central Angle = 36°55'35"; Chord Bearing = N 18°30'08" E; Chord Length = 791.74 feet) a distance 805.61 feet;
7. thence N 53°28'25" W a distance of 339.03 feet;
8. thence S 74°41'38" W a distance of 784.82 feet;
9. thence N 00°02'20" E a distance of 492.56 feet to the northwest corner of the tract herein described; thence N 74°44'38" E a distance of 777.51 feet to a point on the southwesterly line of the proposed Chefas Riparian Park; thence along said Riparian Park for the following five (5) courses;

1. thence S 04°33'00" E a distance of 129.46 feet;
2. thence S 40°17'22" E a distance of 262.30 feet;
3. thence S 56°48'09" E a distance of 477.79 feet;
4. thence N 33°49'08" E a distance of 312.60 feet;
5. thence S 56°10'52" E a distance of 50.00 feet to a point on the northerly boundary of River Trece Two; thence along the westerly boundary of said River Trece Two for the following three (3) courses;

1. thence S 33°49'08" W a distance of 959.86 feet;
2. thence S 09°41'13" W a distance of 298.34 feet;
3. thence S 00°54'26" W a distance of 807.59 feet to the Point of Beginning, containing 26.47 acres, more or less.

SUBJECT TO A Sixty (60) foot wide non-exclusive access & utility easement being 30 feet of each side of the following described centerline:

Beginning at a point on the west right of way line of Sarah Lane as shown on the plat of River Trece Two - Phase 4 recorded under reception No. 350268 in the office of the Alamosa County Clerk and Recorder, from which the Southeast Corner of Section 32 bears S 43°02'40" E a distance of 1883.11 feet;

1. Thence N 50°25'22" W a distance of 161.93 feet;
2. thence following the arc of a curve to the right (Curve Data: Radius = 130.00', Central Angle = 14°38'23", Chord Bearing = N 43°06'10" W, Chord Length = 33.13') a distance of 33.22 feet;
3. thence N 35°46'59" W a distance of 81.26 feet;
4. thence following the arc of a curve to the left (Curve Data: Radius = 260.00', Central Angle = 25°55'46", Chord Bearing = N 48°44'52" W, Chord Length = 116.66') a distance of 117.66 feet;
5. thence N 61°42'45" W a distance of 201.47 feet;
6. thence following the arc of a curve to the right (Curve Data: Radius = 340.00', Central Angle = 21°25'23", Chord Bearing = N 51°00'04" W, Chord Length = 126.39') a distance of 127.13 feet;
7. thence N 40°17'22" W a distance of 36.15 feet;
8. thence following the arc of a curve to the left (Curve Data: Radius = 120.00', Central Angle = 65°01'00", Chord Bearing = N 72°47'52" W, Chord Length = 128.98') a distance of 136.17 feet;
9. thence S 74°41'38" W a distance of 750.45 feet;
10. thence N 00°02'20" E a distance of 290.35 feet;
11. thence N 74°41'38" E a distance of 755.40 feet;
12. Thence N 71°45'22" E a distance of 134.22 feet to close upon the west line of the Chefas Riparian Park, burdening 3.89 acres, more or less. Additionally, this access easement may be used by the owners of Tract A of the River Dance Preserve subdivision as per the plat recorded under Reception No. 314269 of the records of the Alamosa County Clerk and Recorder.

Signed: _____ Signed: _____
Regas Chefas Sarah M. Chefas
Owners of Tracts 1 and 2 as described above

STATE OF _____ } SS
COUNTY OF _____
The foregoing was acknowledged before me this _____ day of _____, 20____,

by Regas Chefas and Sarah M. Chefas. Witness my hand and seal. My commission expires _____.

SIGNED: _____
Notary Public

RIVER TRECE THREE ANNEXATION TO THE CITY OF ALAMOSA

LOCATED IN SECTIONS 32 AND 33, TOWNSHIP 38 NORTH, RANGE 10 EAST, NEW MEXICO PRINCIPAL MERIDIAN,
ALAMOSA COUNTY, COLORADO

PAGE 1 of 2

CITY PLANNING COMMISSION CERTIFICATE

APPROVED, this _____ day of _____, 2018 City of Alamosa Planing Commission,
Alamosa County, Colorado.

Signed: _____ Attest: _____
Chairman Secretary

ACCEPTANCE OF ANNEXATION

The Annexation as shown on this plat is hereby accepted and approved by the City of Alamosa

on this _____ day of _____, 2018.

Signed: _____ Attest: _____
Mayor City Clerk

SURVEYOR'S STATEMENT

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

Date

CLERK AND RECORDER'S CERTIFICATE

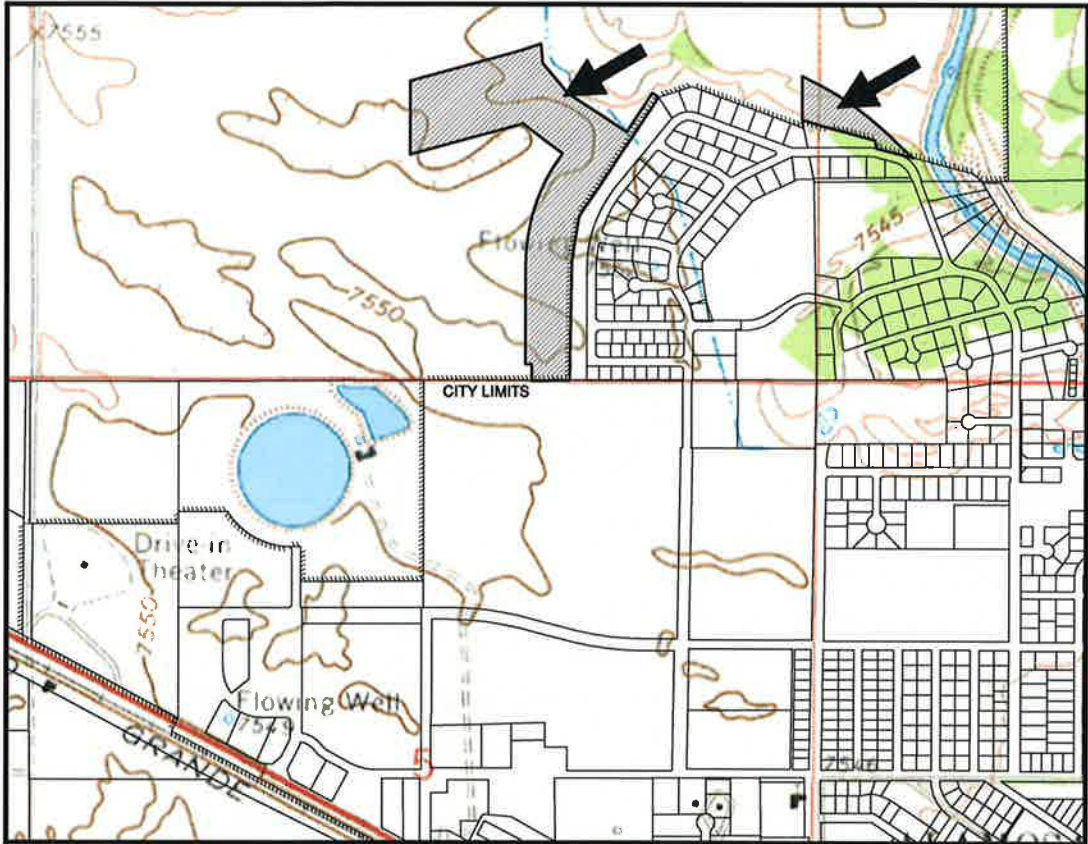
STATE OF COLORADO }
COUNTY OF ALAMOSA } SS

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

the _____ day of _____, 2018 , and is duly recorded under

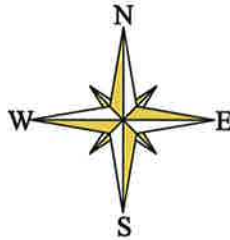
Reception No. _____, and is Filed in Plat Cabinet _____, Map No. _____.

Signed: _____
Recorder



Location Map

Not to Scale



BEARING BASIS

Bearings shown hereon are based on the assumption that the South line of the Southeast Quarter (SE¼) Section 32, bears N 89°47'24" E, monumented as shown hereon.

SURVEYOR'S NOTES

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

RIVER TRECE THREE ANNEXATION TO
THE CITY OF ALAMOSA

LOCATED IN SECTIONS 32 AND 33, TOWNSHIP 38 NORTH, RANGE 10 EAST,
NEW MEXICO PRINCIPAL MERIDIAN, ALAMOSA COUNTY, COLORADO

SHEET
NUMBER
1 of 2

DRAWN: JJC
CHECKED: DMR
DATE: 12-15-17
DRAWING NAME:
R01677 CHEFAS
ANNEXATION

CLIENT:
REGAS CHEFAS

REVISIONS:

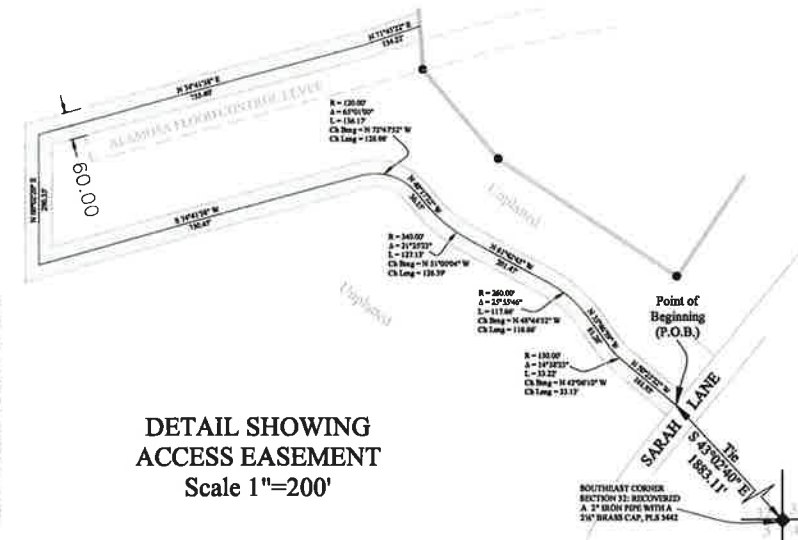
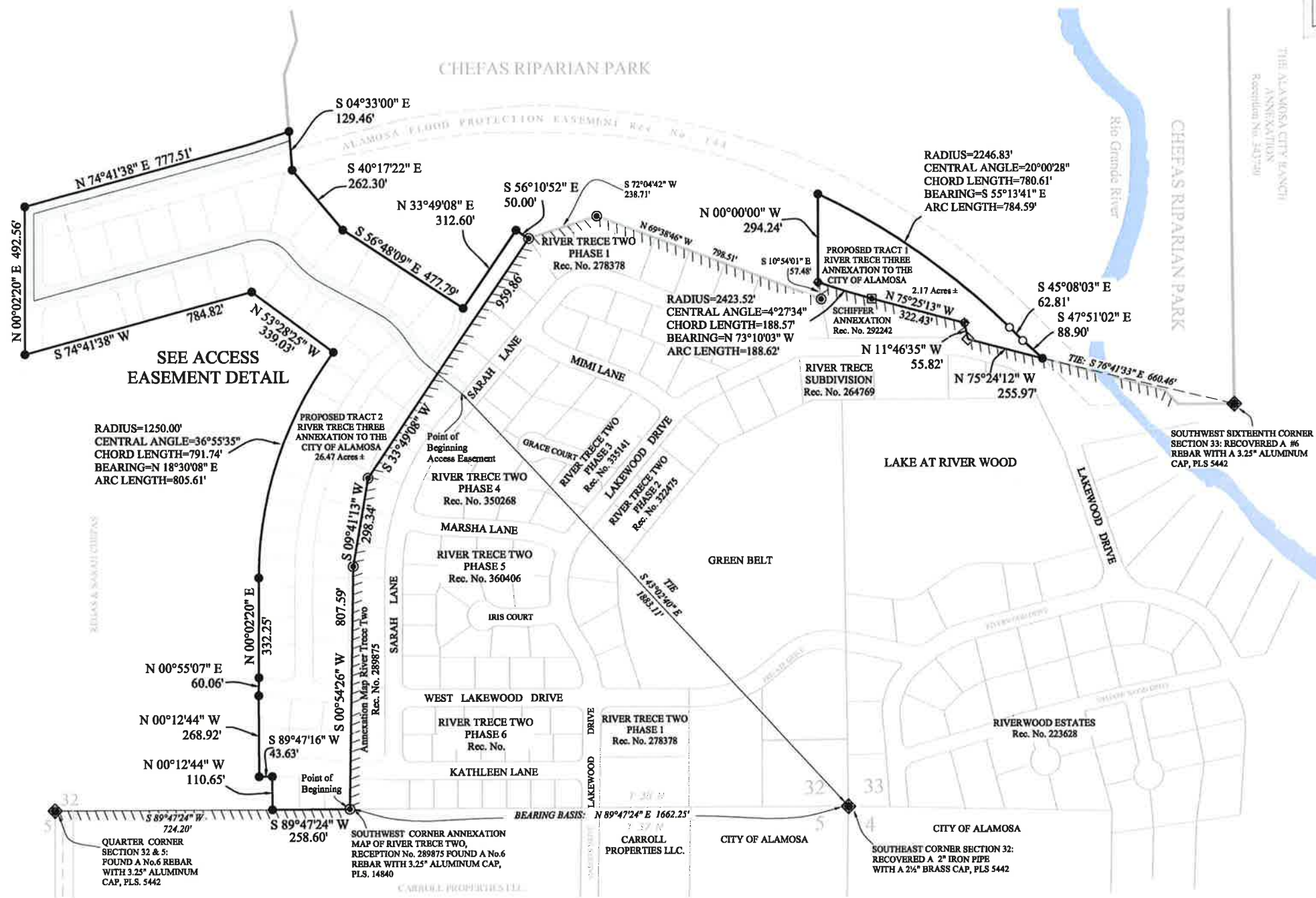
JOB NUMBER
R01667

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

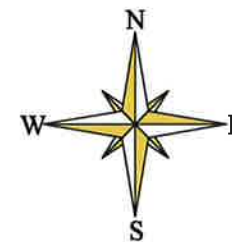
RIVER TRECE THREE ANNEXATION TO THE CITY OF ALAMOSA

LOCATED IN SECTIONS 32 AND 33, TOWNSHIP 38 NORTH, RANGE 10 EAST, NEW MEXICO PRINCIPAL MERIDIAN,
ALAMOSA COUNTY, COLORADO

PAGE 2 of 2



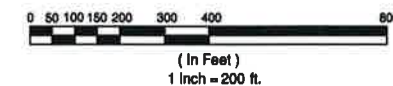
DETAIL SHOWING
ACCESS EASEMENT
Scale 1"=200'



BEARING BASIS

Bearings shown hereon are based on the assumption that the South line of the Southeast Quarter (SE $\frac{1}{4}$) Section 32, bears N 89°47'24" E, monumented as shown hereon.

GRAPHIC SCALE



LEGEND

- Section or Quarter Section Corner, As Described
- Set a No. 4 Rebar With 2" Aluminum Cap, PLS No. 22583
- Found a No. 5 Rebar with 1 1/2" Yellow Plastic Cap, PLS No. 14840
- Found a No. 4 Rebar with 1" Red Plastic Cap, PLS No. 26966
- Found a No. 6 Rebar with 2.5" Aluminum Cap, PLS No. 14840
- Found 2" Pipe With 2.5" Brass Cap, PLS No. 26966
- Found a No. 5 Rebar with 1.5" Aluminum Cap, PLS No. 12103
- Property Boundary
- City Limits
- Adjacent Subdivision and Lot Boundary
- Easement as Described
- Access Easement

Rio Grande River

SURVEYOR'S NOTES

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

ACREAGE TABULATION TRACT 2

Net Area of Annexation = 26.47 Ac.±

CONTIGUITY CALCULATION TRACT 2

Total Perimeter Length of Annexation = 7713.49 Feet
Perimeter Contiguous with Existing City Limit = 2324.39 Feet
Percent Contiguity = 30.1 %

ACREAGE TABULATION TRACT 1

Net Area of Annexation = 2.17 Ac.±

CONTIGUITY CALCULATION TRACT 1

Total Perimeter Length of Annexation = 2053.38 Feet
Perimeter Contiguous with Existing City Limit = 822.84 Feet
Percent Contiguity = 40.1 %

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

RIVER TRECE THREE ANNEXATION TO
THE CITY OF ALAMOSA
LOCATED IN SECTIONS 32 AND 33, TOWNSHIP 38 NORTH, RANGE 10 EAST,
NEW MEXICO PRINCIPAL MERIDIAN, ALAMOSA COUNTY, COLORADO

SHEET
NUMBER
2 of 2

DRAWN: JJC
CHECKED: DMR
DATE: 12-15-17
DRAWING NAME:
R01677 CHEFAS
ANNEXATION

CLIENT:
REGAS CHEFAS

REVISIONS:

JOB NUMBER
R01667

ANNEXATION AGREEMENT

This **ANNEXATION AGREEMENT** ("Agreement"), is made and entered into this 18th day of July, 2018, by and between **THE CITY OF ALAMOSA**, a Colorado Municipal Corporation, ("City") and Regas Chefas and Sarah Chefas ("Owners").

WHEREAS, Owner is the owner of the real property described in Exhibit "A" ("property"); and

WHEREAS, Owner proposes the annexation of the Property to the City; and

WHEREAS, The City has determined it to be in the best interest of the public health, safety, and welfare of its citizens to impose certain terms and conditions on the Owner in conjunction with the annexation of the Property to the City; and

WHEREAS, Owner and City have come to an Agreement, with respect to the terms and conditions of the annexation of the Property to the City, all as more fully set forth hereafter.

NOW, THEREFORE, in consideration of the recitals, promises, and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows;

1. Definitions: As used in this Agreement, unless the context clearly requires otherwise:

"Annexation Ordinance" shall mean Ordinance No. 18-2018, adopted by the City Council of the City of Alamosa pursuant to the pending Petition for Annexation of the property, and in accordance with the Municipal Annexation Act of 1965 (Section 31-12-101, et seq., C.R.S.) officially annexing the Property to the City of Alamosa.

"Applicable City Ordinances" shall mean all ordinances of the City that regulate the development, subdivision and use of the Property, as in effect from time to time. Such ordinances shall include, but shall not be limited to, the City's (i) Uniform Development Code, (ii) Street Standards, (iii) Drainage Ordinance, (iv) Flood Prevention Ordinance, (v) Building, Technical and Construction Codes, (vi) Ordinances and policies concerning annexation/water surcharges, (vii) Ordinances concerning payment of fees, (viii) Ordinances concerning public dedications; and (ix) all other applicable City Ordinances, Resolutions, regulations and policies.

"Owners", Regas Chefas and Sarah Chefas, their successors and assigns, and all other subsequent owners of the Property.

"PIF" shall mean the current City Plant Investment Fee as provided for by the Ordinances or regulations of the City at the time such charges are due and payable to the City as provided in Paragraphs 7 & 8 of this Agreement.

"Property" shall mean that certain real property described on the attached Exhibit "A".

2. DEVELOPMENT.

Upon the annexation to the City, development of the Property shall conform in all respects with

all applicable City Ordinances.

3. PROPOSED USE OF THE PROPERTY.

- 3.1 **Land Use District Designation.** In the event of approval of the Petition for Annexation, upon annexation the Property shall be placed in the RL zoning district, but only if after receiving testimony at a public hearing the City Council determines that such zoning classification is justified as the most appropriate zoning classification for the property.
- 3.2 **General Plan of Development.** The City and Owner agree that the Property is presently vacant, and that any future development will be in accordance with applicable City Ordinances. A general development plan for the Property is shown within Exhibit "B".
- 3.3 **Annexation not Contingent.** Owner understands and acknowledges that the annexation of the Property is not contingent upon approval by the City of any particular plan of development of the Property, nor specific zoning classification and development plan, or zoning as may hereafter be approved by City. Owner assumes all risks of obtaining required subdivision and development permits for the Property in accordance with Applicable City Ordinances.

4. UTILITY SERVICE AND PUBLIC IMPROVEMENTS.

- 4.1 **Extensions of Utility Services and Public Improvements.** Owner shall pay all costs for design and construction of all public improvements and utility services necessary to serve the Property, including but not limited to, roads, curbs, gutters, sanitary and drainage sewers, water, street lights, electricity, telephone, gas, and cable television service all in accordance with applicable City or public utility company standards and specifications. Owner specifically agrees to construct or cause to be constructed those extensions and improvements described in Exhibit "C". Owner shall dedicate to the City and applicable public utility companies without charge, free and clear of all liens and encumbrances those easements and rights of way necessary for installation and maintenance of said utility lines and other public improvements including public streets and trails, and in addition shall convey the public improvements to the appropriate entity upon completion and acceptance of the improvements. Evidence of the status of title ownership shall be provided by Owner insuring title in City, by an ALTA insurer acceptable to City, in an amount designated by the Public Works Director, which amount shall be reasonably calculated to cover the actual value to City after the improvements are completed. Such insurance shall be preceded by a title insurance commitment adequate to establish that the Owner can perform this provision.

5. **PUBLIC DEDICATIONS.** In addition to those dedications required in Paragraph 4 of this Agreement, Owner further agrees to dedicate to the City without charge and free and clear of any liens and encumbrances that certain real property which is described in Exhibit "D". Such dedicated property shall be insured in City, at the expense of Owner, in the manner and amount as is provided in the preceding paragraph regarding Utility Services and Public Improvements.

6. **WATER AND DITCH RIGHTS.** Upon annexation Owner shall transfer, all existing ditch rights to the City, as well as such water rights as are specified in Attached Exhibit "E", in exchange for the

ability to connect onto the municipal water system, and as a condition of approval of the Annexation Petition (if later approved.) This ability to connect onto the municipal water system shall be subject to all applicable municipal ordinances and all provisions of this agreement.

7. WATER CHARGES.

7.1 **Payment of PIF's.** Prior to making connections to the City water utility system, Owner shall pay to the City the PIF for the portion of the Property which is being connected. If the portion of the property being connected is not owned by the present Owner at the time of the connection, the PIF shall be paid by the then-current owner.

7.2 **Water Rates.** Water users on the Property shall pay the then-current rates for water service paid by in-City users, subject to all decreases or increases in fees adopted in accordance with City ordinances and regulations. Water users on the property are subject to all rules, regulations and ordinances pertaining to the City's water system, including all future amendments.

8. SEWER CHARGES

8.1 **Payment of PIF's.** Prior to making connections to the City sewer utility system, Owner shall pay to the City the PIF for the portion of the Property which is being connected. If the portion of the Property being connected is not owned by the present Owner at the time of the connection, the PIF shall be paid by the then-current owner.

8.2 **Sewer Rates.** Sewer users on the Property shall pay the then-current rates for sewer service paid by in-City users, subject to all decreases or increases in fees adopted in accordance with City ordinances and regulations. Sewer system users on the property are subject to all rules, regulations and ordinances pertaining to the City's sewer system, including all future amendments.

9. VESTED PROPERTY RIGHTS. The Owner hereby waives any and all vested property rights that may exist on the property. Further, nothing contained herein shall be construed as to constitute vesting of development rights.

10. MISCELLANEOUS.

10.1 **Effective Date.** This agreement is contingent upon the City approval of the annexation and shall become effective, as of the date on and the time when the annexation itself becomes effective.

10.2 **Parties' Authority.** The City and Owner represent that each has the authority to enter into this Agreement according to applicable Colorado law and the City's Home Rule Charter and Ordinance, and each represents that the terms and conditions hereof are not in violation of any agreement previously entered into by the City. This Agreement shall not become effective until resolution or other necessary authorizations for the execution of the Agreement are effective.

- 10.3 **Recording.** This Agreement may be recorded in the Alamosa County Clerk and Recorder's Office in order to put prospective purchasers or other interested parties on notice as to the terms and conditions contained herein and liens hereby created.
- 10.4 **Entire Agreement.** This Agreement and the exhibits hereto represent the entire understanding between the parties, and no other agreement concerning this Property, oral or written, made prior to the date of this Agreement, which conflicts with the terms of this Agreement, shall be valid as between the parties.
- 10.5 **Disconnection.** In the event of disconnection of the Property for any reason, the City's infrastructure and service obligations shall be void and of no further force and effect, but all dedications and conveyances to the City made hereunder shall continue in full force and effect unless vacated in the manner provided by law.
- 10.6 **Modification.** This Agreement shall not be modified except in writing executed by all parties hereto.
- 10.7 **Addition Remedies.** If at any time any part hereof has been breached by the Owners, the City may in addition to other remedies, withhold approval of any or all building or other permits applied for by the Owner on its Property, or withhold issuance of certificates of occupancy until the breach or breaches has or have been cured.
- 10.8 **Binding Effect.** The agreements and covenants as set forth herein shall be binding upon the Owners, their heirs, successors, and assigns, and all persons who may hereafter acquire an interest in the Property, or any part hereof.
- 10.9 **Joint and Several Liability.** If there are two or more Owners, the responsibility of the Owners shall be joint and several.
- 10.10 **Severability.** In case one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby; provided, however, that if such invalid provision deprives either party of a material benefit to be derived from this prospective annexation, the parties acknowledge that such shall constitute irreparable injury, and entitle such party to relief in equity in the event a satisfactory adaptation of this agreement cannot be reached by the parties.
- 10.11 **Incorporation of Exhibits.** Exhibits "A" through "E" inclusive, which are attached hereto, are incorporated herein by reference.
- 10.12 **Notices.** Any notices required or permitted hereunder shall be sufficient if personally delivered or if sent by certified mail, return receipt requested, addressed as follows:

If City:

Public Works Director
P.O. Box 419

Alamosa, CO 81101

With A Copy
(Which Shall Not Constitute Notice)

To: City Manager
PO Box 419
Alamosa, CO 81101

If to Owner: Regas Chefas and Sarah Chefas
1710 W. Chase
Chicago IL 60660

Notices mailed in accordance with the provisions of this Paragraph shall be deemed to have been given on the 3rd day following mailing. Notices personally delivered shall be deemed to have been given upon delivery. Nothing herein shall prohibit the giving of notice in the manner provided for in the Colorado Rules of Civil Procedure for service of civil process.

- 10.13 **Waiver.** The failure of either party to exercise any of its rights under this Agreement shall not be a waiver of those rights. A party waives only those rights specified in writing and signed by either party waiving such rights.
- 10.14 **Applicable Law.** This Agreement shall be interpreted in all respects in accordance with the laws of the State of Colorado.
- 10.15 **Counterparts.** This Agreement may be executed in several counterparts and/or signature pages and all counterparts and signature pages so executed shall constitute one agreement binding on all parties hereto, notwithstanding that if the parties are not signatories to the original or the same counterpart or signature page.
- 10.16 **Terminology.** Wherever applicable, the pronouns in this Agreement designating the masculine or neuter shall equally apply to the feminine, neuter and masculine genders. Furthermore, wherever applicable within this Agreement, the singular shall include the plural, and the plural shall include the singular.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

**City of Alamosa, a Colorado
Municipal Corporation**

ATTEST:

City Clerk

City Manager

Property Owner

Sarah Chefas

Regas Chefas

STATE OF _____)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2018, by
Regas Chefas

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2018, by
Sarah Chefas

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

Annexation Agreement

EXHIBIT A

RIVER TRECE THREE ANNEXATION

TRACT 1 DESCRIPTION

A tract of land located in the Southeast Quarter (SE¼) of Section 32 and the Southeast Quarter (SW¼) of Section 33, Township 38 North, Range 10 East, New Mexico Principal Meridian, Alamosa County, Colorado, being more particularly described by metes and bounds as follows:

Beginning at a point on the southerly limits of the Alamosa Flood Protection Easement as filed in the office of the Alamosa County Clerk and Recorder at Reception No. 0144, from which the Southwest Sixteenth Corner of Section 33, monumented by a No. 6 Rebar with a 3¼" Aluminum Cap set by PLS. 5442, bears S 76°41'33" E a distance of 660.46 feet; thence N 75°24'12" W, along the north boundary of River Trece Subdivision as filed in the office of the Alamosa County Clerk and Recorder at Reception No. 264769, a distance 255.97 feet, to the Southeast corner of the Schiffer Annexation as per the plat filed in the office of the Alamosa County Clerk and Recorder at Reception No. 292242, thence N 11°46'35" W a distance of 55.82 feet to the northeast corner of said annexation; thence N 75°25'13" W along the north boundary of said Annexation a distance 322.43 feet; thence along the arc of a curve to the right (Curve Data: Radius = 2423.52 feet; Central Angle = 4°27'34"; Chord Bearing = N 73°10'03" W; Chord Length = 188.57 feet) a distance 188.62 feet; N 00°00'00" W along the west boundary of the tract herein described a distance of 294.24 feet to a point on the southerly boundary line for said Alamosa Flood Protection easement; thence along the southerly limits of the Alamosa Flood Protection Easement for the following three (3) courses:

1. thence along the arc of a curve to the right (Curve Data: Radius = 2246.83 feet; Central Angle = 20°00'28"; Chord Bearing = S 55°13'41" E; Chord Length = 780.61 feet) a distance 784.59 feet;
2. thence S 45°08'032" E a distance of 62.81 feet;
3. thence S 47°51'02" E a distance of 88.90 feet to the Point of Beginning, containing 2.17 acres, more or less. This parcel is subject to any and all existing easements of what-so-ever nature.

TRACT 2 DESCRIPTION

A tract of land located in the Southeast Quarter (SE¼) of Section 32, Township 38 North, Range 10 East, New Mexico Principal Meridian, Alamosa County, Colorado, being more particularly described by metes and bounds as follows:

Beginning at the Southwest corner of the River Trece Two as filed in the office of the Alamosa County Clerk and Recorder at Reception No. 289875, from which the Southeast Corner of Section 32, monumented by a 2½" Brass Cap and pipe set by PLS. 5442, thence S 89°47'24" W along the south line of the Southeast Quarter of said Section a distance of 258.60 feet; thence along the westerly boundary of the parcel herein described for the following nine (9) courses;

1. thence N 00°12'44"W a distance of 110.65 feet;
2. thence S 89°47'16" W a distance of 43.63 feet;
3. thence N 00°12'44"W a distance of 268.92 feet;
4. thence N 00°55'07" E a distance of 60.06 feet;
5. thence N 00°02'20"E a distance of 332.25 feet;
6. thence along the arc of a curve to the right (Curve Data: Radius = 1250.00 feet; Central Angle = 36°55'35"; Chord Bearing = N 18°30'08" E; Chord Length = 791.74 feet) a distance 805.61 feet;
7. thence N 53°28'25" W a distance of 339.03 feet;
8. thence S 74°41'38" W a distance of 784.82 feet;
9. thence N 00°02'20" E a distance of 492.56 feet to the northwest corner of the tract herein described; thence N 74°44'38" E a distance of 777.51 feet to a point on the southwesterly line of the proposed Chefas Riparian Park; thence along said Riparian Park for the following five (5) courses;
 1. thence S 04°33'00" E a distance of 129.46 feet;
 2. thence S 40°17'22" E a distance of 262.30 feet;
 3. thence S 56°48'09" E a distance of 477.79 feet;
 4. thence N 33°49'08" E a distance of 312.60 feet;
 5. thence S 56°10'52" E a distance of 50.00 feet to a point on the northerly boundary of River Trece Two; thence along the westerly boundary of said River Trece Two for the following three (3) courses;
 1. thence S 33°49'08" W a distance of 959.86 feet;
 2. thence S 09°41'13" W a distance of 298.34 feet;
 3. thence S 00°54'26" W a distance of 807.59 feet to the Point of Beginning, containing 26.47 acres, more or less.

SUBJECT TO a Sixty (60) foot wide non-exclusive access & utility easement being 30 feet of each side of the following described centerline:

Beginning at a point on the west right of way line of Sarah Lane as shown on the plat of River Trece Two - Phase 4 recorded under reception No. 350268 in the office of the Alamosa County Clerk and Recorder, from which the Southeast Corner of Section 32 bears S 43°02'40" E a distance of 1883.11 feet;

1. Thence N 50°25'22" W a distance of 161.93 feet;
2. thence following the arc of a curve to the right (Curve Data: Radius = 130.00', Central Angle = 14°38'23", Chord Bearing = N 43°06'10" W, Chord Length = 33.13') a distance of 33.22 feet;
3. thence N 35°46'59" W a distance of 81.26 feet;
4. thence following the arc of a curve to the left (Curve Data: Radius = 260.00', Central Angle = 25°55'46", Chord Bearing = N 48°44'52" W, Chord Length = 116.66') a distance of 117.66 feet;
5. thence N 61°42'45" W a distance of 201.47 feet;
6. thence following the arc of a curve to the right (Curve Data: Radius = 340.00', Central Angle = 21°25'23", Chord Bearing = N 51°00'04" W, Chord Length = 126.39') a distance of 127.13 feet;
7. thence N 40°17'22" W a distance of 36.15 feet;
8. thence following the arc of a curve to the left (Curve Data: Radius = 120.00', Central Angle = 65°01'00", Chord Bearing = N 72°47'52" W, Chord Length = 128.98') a distance of 136.17 feet;
9. thence S 74°41'38" W a distance of 750.45 feet;
10. thence N 00°02'20" E a distance of 290.35 feet;
11. thence N 74°41'38" E a distance of 755.40 feet;
12. Thence N 71°45'22" E a distance of 134.22 feet to close upon the west line of the Chefas Riparian Park, burdening 3.89 acres, more or less. Additionally, this access easement may be used by the

owners of Tract A of the River Dance Preserve subdivision as per the plat recorded under Reception No. 314269 of the records of the Alamosa County Clerk and Recorder.

EXHIBIT "B"

General Plan of Development

The Owner has prepared a Conceptual Development Plan, attached, illustrating how the property may be subdivided in the future. The Conceptual Development Plan provides information on an approximate number of residential units, utility extensions and access by emergency service providers.

The Owner intends to sell lots as platted in a subdivision to be approved by the City. Developer will clear and grub and grade the property as required. Construction will consist of single family homes and duplexes to comply with requested RL zoning.

EXHIBIT "C"

Public Improvements

No public improvements are anticipated as a component of the proposed annexation. Public improvements will be required as the property is subdivided and further developed, and all necessary improvements will be completed at that time.

EXHIBIT "D"

Public Dedications

Public dedications will be required as the property is subdivided and further developed, and all necessary public dedications will be determined at that time.

EXHIBIT "E"

Ditch and Water Rights Dedication

Before any subdivision plat may be approved, or as part of any subdivision process, the nature of the development will be examined and a determination made as to the estimated increase in the City's consumptive use caused by the development. When that determination is made, and before any subdivision may be approved, the owner of record of the property will be charged an amount equal to \$5,000 per acre foot multiplied by the amount of water deemed necessary for the development, such as \$5,000 per acre foot adjusted for the increase in the applicable consumer price index between the date of this agreement and the date the payment is made. The parties acknowledge the existence of that certain Memorandum of Understanding dated September 16, 1992, between Regas Chefas and Richard Durra, petitioners in the original River Trece I annexation, and the City of Alamosa, referencing a credit for the value of a levee easement to be applied to costs of future annexation, and agree that no such credit remains, nor will any such credit be applied as part of the annexation of River Trece III.

The amount of water for which cash-in-lieu will be paid shall be the consumptive use anticipated to apply to the subject property. Such consumptive use shall be determined by applying the assumptions delineated below to the development proposed for the subject property. The delineated assumptions shall be adjusted to apparent reductions or increases in anticipated water use as a result of evaluating the property-specific impact of applicable ordinances, covenants and similar matters which may alter the use or consumption of water in the development proposed for the subject property.

1. *Residential water usage for homes, apartments and town homes shall be eighty-five (85) gallons per capita per day.*
2. *Based on accepted averages, three (3) people shall be considered to reside in each single family residence and two and one-half (2.5) people shall be considered to reside in each apartment and town home, and occupancy of all three categories of residential property shall be considered as three hundred sixty-five (365) days per year.*
3. *All commercial uses shall be considered to have the following rates of use:*
Hotel or motel unit: An average of 2.25 patrons/unit times 50 gallons/day/patron.
 - a. *Restaurant: 35 gallons/day/seat.*
 - b. *Retail store: 0.13 gallons/day/square foot.*
 - c. *Office building is 0.9 gallons/day/square foot.*
 - d. *RV usage at a rate of 100 gallons/day/space on an assumed occupancy of four months out of the year.*
4. *Consumptive use of water for residential units and each commercial use is seven percent (7%) of the above rates of use.*
5. *Consumptive use rate for lawn grass is 2.4 acre feet per acre per year. At the time a subdivision plat is considered for the purposes hereof, City and the platting party shall agree upon a reasonable*

estimate of the area or areas to be irrigated as a result of development in accordance with said plat.

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Second Reading and public hearing, Ordinance No. 22-2018, an ordinance amending section 19-23(5) of the Code of Ordinances of the City of Alamosa to remove a small portion of the area in which bicycles are prohibited on sidewalks, and to add an area and two streets where adults may not ride bicycles on sidewalks

Recommended Action:

Conduct a public hearing and, unless evidence to the contrary is introduced, adopt Ordinance No. 22-2018.

Background:

Council had received concerns from residents related to bicycles on sidewalks especially related to potential customers exiting buildings into an oncoming cyclist. Council held a work session on June 13th to discuss this item in more detail. Currently bicycles are allowed on sidewalks except for an area defined as the central business district as depicted in the attached map. Staff expressed concern that if bicycles were prohibited on all sidewalks or sidewalks where a bike lane is available, enforcement would be impossible. The City would potentially receive complaints from residents if officers were unable to appropriately enforce the prohibition. Additionally, it was not considered appropriate to require children to ride on bike lanes on busy streets. Therefore, staff proposed that two arterial travel routes, First Street and State Street, and an extension of the central business district prohibit adults on sidewalks unless accompanying a minor. Additionally, given the traffic patterns at the 1400 block of Main Street, staff did not feel it was necessary to prohibit bicycles on the sidewalks there, and recommended removing that section from the current ordinance. See attached map for depiction of the current regulations and recommendations.

Issue Before the Council:

Does Council wish to approve the recommended changes to the *Code of Ordinances of the City of Alamosa* embodied in Ordinance No.22-2018?

Alternatives:

- (1) Adopt Ordinance No. 22-2018 as presented
- (2) Adopt Ordinance No. 22-2018 with changes, such as:
 - a. To the age of children allowed to be on sidewalks
 - b. To allowing children on sidewalks at all in the designated areas, or where bike lanes are available.
 - c. To allowing adults to accompany children on sidewalks
 - d. To the areas where adults on sidewalks are prohibited
- (3) Decline to adopt Ordinance No. 22-2018.

Fiscal Impact:

None.

Legal Opinion:

City Attorney will be available to discuss any legal issues pertaining to the ordinance.

Conclusion:

Ordinance 22-2018 will reduce a small portion of the area currently prohibiting bicycles on sidewalks and will add an area and two streets where adults may not ride bicycles on sidewalks.

ATTACHMENTS:

Description	Type
▣ Ordinance 22-2018	Ordinance
▣ map	Backup Material

ORDINANCE NO. 22-2018

AN ORDINANCE AMENDING SECTION 19-23(5) OF THE *CODE OF ORDINANCES OF THE CITY OF ALAMOSA* TO REMOVE A SMALL PORTION OF THE AREA IN WHICH BICYCLES ARE PROHIBITED ON SIDEWALKS, AND TO ADD AN AREA AND TWO STREETS WHERE ADULTS MAY NOT RIDE BICYCLES ON SIDEWALKS

WHEREAS, As codified in Section 19-21 of the *Code of Ordinances of the City of Alamosa*, the City of Alamosa has adopted the 2010 version of the Model Traffic Code, with certain amendments to its provisions; and

WHEREAS, one of those amendments is to Section 1412(10), which governs the riding of bicycles upon sidewalks. Section 19-23 of the *Code* currently prohibits riding bicycles in the central business district defined as “Those parts of Ross, Edison, San Juan, State, Hunt and Denver Avenues lying between the north sidewalk adjacent to Fourth Street and the south sidewalk adjacent to Sixth Street; and those parts of Fourth, Main and Sixth Streets lying between the west sidewalk adjacent to Ross Avenue and the east sidewalk adjacent to Denver Avenue; and both sidewalks adjacent to the 1400 Block of Main Street;” and

WHEREAS, it is important to regulate the existence of bicycles on sidewalks where there is heavy pedestrian traffic, so as to minimize opportunity for bicycle/pedestrian collisions, which occur where such traffic is mixed, even in light of the provisions of the Model Traffic Code requiring bicycles to yield to pedestrians on sidewalks; and

WHEREAS, at the same time, Council recognizes that young people, especially, may not be adequately versed in traffic safety to be able to safely ride bicycles upon streets, even streets where a bike lane exists; and

WHEREAS, Council does not see any reason to continue prohibiting bicycles on sidewalks on the 1400 block of Main Street; and

WHEREAS, Council desires to prohibit adults from riding bicycles on an extension of the previously defined central business area to include the areas between Fourth and Sixth streets (north-south), and Ross and West Avenue (east-west), in order to mitigate safety concerns inherent in mixed bicycle/pedestrian traffic; and

WHEREAS, Council additionally desires to prohibit adults from riding bicycles on the sidewalks adjacent to Main and First streets, which likewise see heavy pedestrian traffic;

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

Section 1. Amendment of the title of Section 19-23(5)(d). Section 19-23(5)(d) of the *Code of Ordinances of the City of Alamosa* are hereby amended, to read in its entirety as follows:

(d) No bicycles in central business area. No person shall ride a bicycle upon a sidewalk within the central business area of the City of Alamosa, which area, for the purposes of this section, shall comprise the sidewalks adjacent to the following streets: Those parts of Ross, Edison, San Juan, State, Hunt and Denver Avenues lying between the north sidewalk adjacent to Fourth Street and the south sidewalk adjacent to Sixth Street; and those parts of Fourth, Main and Sixth Streets lying between the west sidewalk adjacent to Ross Avenue and the east sidewalk adjacent to Denver Avenue.

Section 2. Addition of new Section 19-23(e). A new Section 19-23(5)(e) is added to the *Code of Ordinances of the City of Alamosa*, to read as follows:

(e) No adults riding bicycles on sidewalks along certain streets. No person over the age of 16 shall ride a bicycle upon a sidewalk adjacent to State Street between Seventeenth Street and First Street; adjacent to Fourth, Main, or Sixth Street between Ross Avenue and West Avenue, or adjacent to First Street between Cole Park and Victoria Street unless accompanying and within 30 feet of a child under the age of 17.

Section 3. Severability. Should any section, clause, sentence, or part of this Ordinance be adjudged by any court of competent jurisdiction to be unconstitutional or invalid, the same shall not affect, impair or invalidate the ordinance as a whole or any part thereof other than the part so declared to be invalid.

Section 4. 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 5. 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 6. 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 7. 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 18th day of July, 2018, 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 1st day of August, 2018, 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 1st day of August 2018.

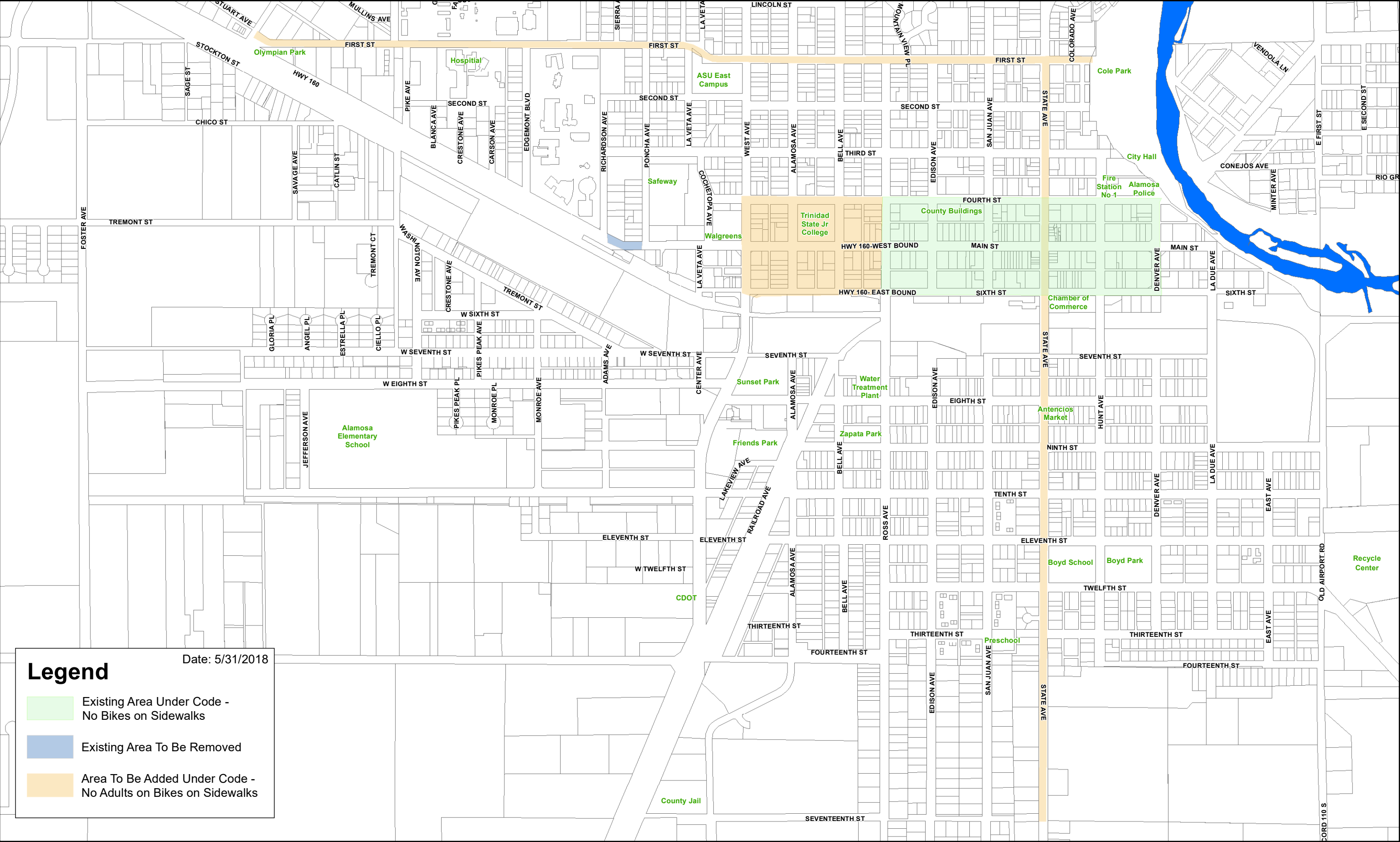
CITY OF ALAMOSA

By _____
Ty Coleman, Mayor

ATTEST:

Holly C. Martinez, City Clerk

No Bicycling On Sidewalk Areas



ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Second Reading and public hearing, Ordinance No. 25-2018 Annexation of 60 acres of SLV Regional Airport property.

Recommended Action:

Hold public hearing and, unless evidence to the contrary is introduced, adopt Ordinance No. 25-2018, and approve annexation agreement associated therewith.

Background:

The San Luis Valley Regional Airport land is jointly owned by the City and the County. The County manages the Airport pursuant to an agreement entered into in the early 2000s whereby the County undertook management of the Airport and the City undertook management of the library, both of which facilities used to be jointly owned. Although there is a portion of the San Luis Valley Regional Airport within city Boundaries (including the terminal and a small portion at the north end of the runway – see attached annexation plat), the majority of the property that forms the San Luis Valley Regional Airport is located in the county. The County, as manager, has filed an application to annex approximately 60 acres lying just south of Airport Road between Road 109 and State Street into the city, as shown on the attached plat. This will enable new facilities, including a hangar currently under construction, to receive City utilities.

Council joined in the application and found substantial completeness of the application by Resolution 11-2018 on May 16, 2018. Council found the property to be eligible for annexation by Resolution 12-2018 on June 27, 2018. The final steps are adoption of the annexation ordinance and execution of an annexation agreement setting out the terms and conditions of annexation.

A draft of an annexation agreement is also attached. It recognizes that construction has already begun on certain facilities on the property to be annexed, and requires that the County, which issued the building permits and has conducted all inspections to date, be responsible for final sign-off and issuance of certificates of occupancy for the facilities that are in progress at the time of annexation, no matter their status when annexation is complete.

Issue Before the Council:

Does Council wish to adopt Ordinance No. 25-2018 and enter into the associated annexation agreement?

Alternatives:

- (1) Approve the Ordinance and annexation agreement
- (2) Make modifications to the annexation agreement, such as
 - (a) to the amount to be paid for water fees
 - (b) the timing at which such payment must be made
 - (c) the authority for inspection sign-off for construction already underway
- (2) Decline to approve the Ordinance and give staff further direction.

Fiscal Impact:

None. Cost of development of utility connections and water acquisition to serve the annexed property are borne by the developer, pursuant to the standard provisions of the annexation agreement.

Legal Opinion:

City Attorney will be available to discuss any legal issues pertaining to this item.

Conclusion:

This ordinance, coupled with the annexation agreement when executed, will complete the annexation of approximately 60 acres south of Airport Road where the airport envisions development of further hangar and other facilities.

ATTACHMENTS:

Description	Type
▣ Ordinance 25-2018 60 Ac. Airport Annexation	Ordinance
▣ Airport Annexation Plat	Exhibit
▣ Draft Airport Annexation Agreement	Backup Material

ORDINANCE NO. 25-2018

AN ORDINANCE APPROVING THE ANNEXATION OF THE 2018 COUNTY OF ALAMOSA PETITION FOR THE ANNEXATION OF A TRACT OF LAND CONTAINING APPROXIMATELY 59.97 TOTAL ACRES LOCATED IN THE NW¹/₄ OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 10 EAST, NEW MEXICO PRINCIPAL MERIDIAN, ALAMOSA COUNTY, COLORADO.

WHEREAS, the petition filed by the owners of 100% of the real property included in an area proposed to be annexed, being generally an approximately 60 acre parcel in the N¹/₂NW¹/₄ of Section 22, T37N, R10E, NMPM, lying south of Airport Road and east of County Road 109 S north of Lakewood (which area is described in exhibit A attached hereto and made a part hereof by reference), excluding public streets and alleys and any land owned by the City of Alamosa, was previously found by the Alamosa City Council to be in substantial compliance with Section C.R.S. § 31-12-107(1) (Resolution No. 12-2018, June 27, 2018); and

WHEREAS, all applicable requirements of the *Code of Ordinances of the City of Alamosa, Colorado*, have been fulfilled; and

WHEREAS, the property is eligible for annexation in accordance with the *Municipal Annexation Act of 1965*, as amended, as found by Resolution No. 12-2018 after duly noticed public hearing; and

WHEREAS, the Alamosa City Council finds it in the best interests of the citizens of Alamosa that the proposed property be annexed, consistent with the terms and conditions of the annexation agreement dated August 1, 2018, hereby approved by the City, with direction to the City Manager to execute the annexation agreement on behalf of the City;

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

Section 1. That the property described in the attached Exhibit A is hereby annexed to the City of Alamosa, Colorado, which property has no street address applicable to the property as a whole.

Section 2. The zoning for said property is hereby determined and established to be: "I" (Industrial).

Section 3. That, in annexing said property to the City of Alamosa, Colorado, the City does not assume any obligation respecting the construction of water mains, sewer lines, gas mains, electric service lines, streets, or any other services or utilities in connection with the property hereby annexed except as may be expressly provided by the ordinances of the City of Alamosa, Colorado, and that the owners of such

annexed property shall be responsible for the cost of extension of such services and utilities.

Section 4. General Repealer. All acts, orders, ordinances, resolutions, or portions thereof in conflict herewith, are hereby repealed to the extent of such conflict.

Section 5. 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 6. 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 7. 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 ORDERED published the 18th day of July, 2018, and a public hearing hereon fixed for the 1st day of August, 2018 at 7:00 p.m., or as soon thereafter as the matter may be heard.

APPROVED, AND ADOPTED after public hearing this 1st day of August, 2018.

CITY OF ALAMOSA

By: _____
Ty Coleman, Mayor

ATTEST:

Holly C. Martinez, City Clerk

EXHIBIT A

ORDINANCE NO. 18-2018

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

(1) TRACT 1 DESCRIPTION

A tract of land located in the Southeast Quarter (SE¼) of Section 32 and the Southwest Quarter (SW¼) of Section 33, Township 38 North, Range 10 East, New Mexico Principal Meridian, Alamosa County, Colorado, being more particularly described by metes and bounds as follows:

Beginning at a point on the southerly limits of the Alamosa Flood Protection Easement as filed in the office of the Alamosa County Clerk and Recorder at Reception No. 0144, from which the Southwest Sixteenth Corner of Section 33, monumented by a No. 6 Rebar with a 3¼" Aluminum Cap set by PLS. 5442, bears S 76°41'33" E a distance of 660.46 feet; thence N 75°24'12" W, along the north boundary of River Trece Subdivision as filed in the office of the Alamosa County Clerk and Recorder at Reception No. 264769, a distance 255.97 feet, to the Southeast corner of the Schiffer Annexation as per the plat filed in the office of the Alamosa County Clerk and Recorder at Reception No. 292242, thence N 11°46'35" W a distance of 55.82 feet to the northeast corner of said annexation; thence N 75°25'13" W along the north boundary of said Annexation a distance 322.43 feet; thence along the arc of a curve to the right (Curve Data: Radius = 2423.52 feet; Central Angle = 4°27'34"; Chord Bearing = N 73°10'03" W; Chord Length = 188.57 feet) a distance 188.62 feet; N 00°00'00" W along the west boundary of the tract herein described a distance of 294.24 feet to a point on the southerly boundary line for said Alamosa Flood Protection easement; thence along the southerly limits of the Alamosa Flood Protection Easement for the following three (3) courses:

1. thence along the arc of a curve to the right (Curve Data: Radius = 2246.83 feet; Central Angle = 20°00'28"; Chord Bearing = S 55°13'41" E; Chord Length = 780.61 feet) a distance 784.59 feet;
2. thence S 45°08'032" E a distance of 62.81 feet;
3. thence S 47°51'02" E a distance of 88.90 feet to the Point of Beginning, containing 2.17 acres, more or less. This parcel is subject to any and all existing easements of what-so-ever nature.

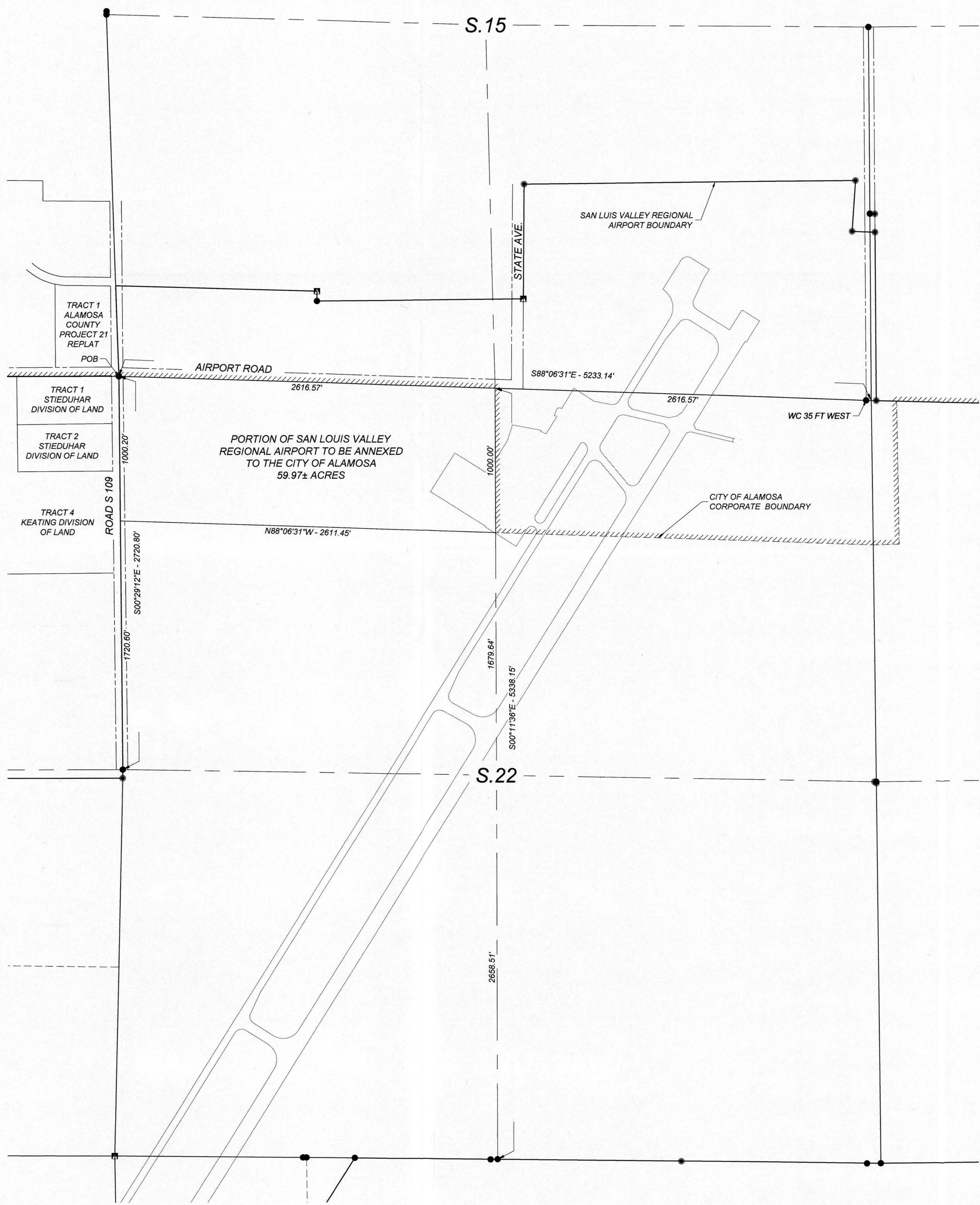
TRACT 2 DESCRIPTION

A tract of land located in the Southeast Quarter (SE¼) of Section 32 , Township 38 North, Range 10 East, New Mexico Principal Meridian, Alamosa County, Colorado, being more particularly described by metes and bounds as follows:

Beginning at the Southwest corner of the River Trece Two as filed in the office of the Alamosa County Clerk and Recorder at Reception No. 289875, from which the Southeast Corner of Section 32, monumented by a 2½" Brass Cap and pipe set by PLS. 5442. thence S 89°47'24" W

along the south line of the Southeast Quarter of said Section a distance of 258.60 feet; thence along the westerly boundary of the parcel herein described for the following nine (9) courses;

1. thence N 00°12'44"W a distance of 110.65 feet;
2. thence S 89°47'16" W a distance of 43.63 feet;
3. thence N 00°12'44"W a distance of 268.92 feet;
4. thence N 00°55'07" E a distance of 60.06 feet;
5. thence N 00°02'20"E a distance of 332.25 feet;
6. thence along the arc of a curve to the right (Curve Data: Radius = 1250.00 feet; Central Angle = 36°55'35"; Chord Bearing = N 18°30'08" E; Chord Length = 791.74 feet) a distance 805.61 feet;
7. thence N 53°28'25" W a distance of 339.03 feet;
8. thence S 74°41'38" W a distance of 784.82 feet;
9. thence N 00°02'20" E a distance of 492.56 feet to the northwest corner of the tract herein described; thence N 74°44'38" E a distance of 777.51 feet to a point on the southwesterly line of the proposed Chefas Riparian Park; thence along said Riparian Park for the following five (5) courses;
 1. thence S 04°33'00" E a distance of 129.46 feet;
 2. thence S 40°17'22" E a distance of 262.30 feet;
 3. thence S 56°48'09" E a distance of 477.79 feet;
 4. thence N 33°49'08" E a distance of 312.60 feet;
 - . thence S 56°10'52" E a distance of 50.00 feet to a point on the northerly boundary of River Trece Two; thence along the westerly boundary of said River Trece Two for the following three (3) courses;
 1. thence S 33°49'08" W a distance of 959.86 feet;
 2. thence S 09°41'13" W a distance of 298.34 feet;
 3. thence S 00°54'26" W a distance of 807.59 feet to the Point of Beginning, containing 26.47 acres, more or less.



ANNEXATION DESCRIPTION

KNOWN BY ALL MEN BY THESE PRESENTS THAT UNDERSIGNED "PETITIONERS" IN ACCORDANCE WITH THE MUNICIPAL ANNEXATION ACT OF 1932 (ARTICLE 12, CHAPTER 31, C.R.S. AS AMENDED) HEREBY PETITION TO THE CITY COUNCIL OF THE CITY OF ALAMOSA, COLORADO, FOR ANNEXATION TO THE CITY OF ALAMOSA OF THE UNINCORPORATED TERRITORY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND LOCATED WITHIN THE NW1/4 OF SECTION 22, T.37N., R.10E. OF THE NEW MEXICO PRINCIPAL MERIDIAN, ALAMOSA COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF SECTION 22, MONUMENTED BY A 3/4 IN REBAR WITH AN ALUMINUM CAP SET BY PLS 2281, THENCE S 88°06'31"E., ALONG THE NORTH LINE OF SAID SECTION 22, 2616.57 FEET, TO THE N1/4 CORNER THERE OF; THENCE S 00°11'36"E., ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 22, 1000.00 FEET; THENCE N 88°06'31"W., PARALLEL WITH THE NORTH LINE OF THE NW1/4 OF SAID SECTION 22, 2611.45 FEET, TO THE WEST LINE OF SAID SECTION 22; THENCE N 00°29'12"W., ALONG THE WEST LINE OF SAID SECTION 22, 1000.20 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 59.97 ACRES, MORE OR LESS

SIGNED: MAYOR, CITY OF ALAMOSA

STATE OF COLORADO } SS
COUNTY OF ALAMOSA }

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS DAY OF , 2018,
BY AND WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES

SIGNED: NOTARY PUBLIC

SIGNED: CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS
ALAMOSA COUNTY, COLORADO

STATE OF COLORADO } SS
COUNTY OF ALAMOSA }

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS DAY OF , 2018,
BY AND WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES

SIGNED: NOTARY PUBLIC

CITY PLANNING COMMISSION CERTIFICATE

APPROVED, THIS DAY OF , 2018 CITY OF ALAMOSA PLANNING COMMISSION, ALAMOSA COUNTY, COLORADO.

SIGNED: CHAIRMAN ATTEST: SECRETARY

ACCEPTANCE OF ANNEXATION

THE ANNEXATION AS SHOWN ON THIS PLAT IS HEREBY ACCEPTED AND APPROVED BY THE CITY OF ALAMOSA, COLORADO, THIS DAY OF , 2018.

SIGNED: MAYOR ATTEST: CITY CLERK

CLERK AND RECORDERS CERTIFICATE

STATE OF COLORADO } SS
COUNTY OF ALAMOSA }

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT O'CLOCK, M., THE DAY OF , 2018, AND IS DULY RECORDED UNDER RECEPTION NO. AND IS FILED IN PLAT CABINET , MAP NO.

SIGNED: RECORDER

LEGEND

- AIRPORT BOUNDARY LINE
CITY OF ALAMOSA CORPORATE BOUNDARY
RIGHT-OF-WAY LINE
FOUND ALUMINUM CAP
FOUND PLASTIC CAP
FOUND REBAR NO CAP

SURVEYOR'S NOTES

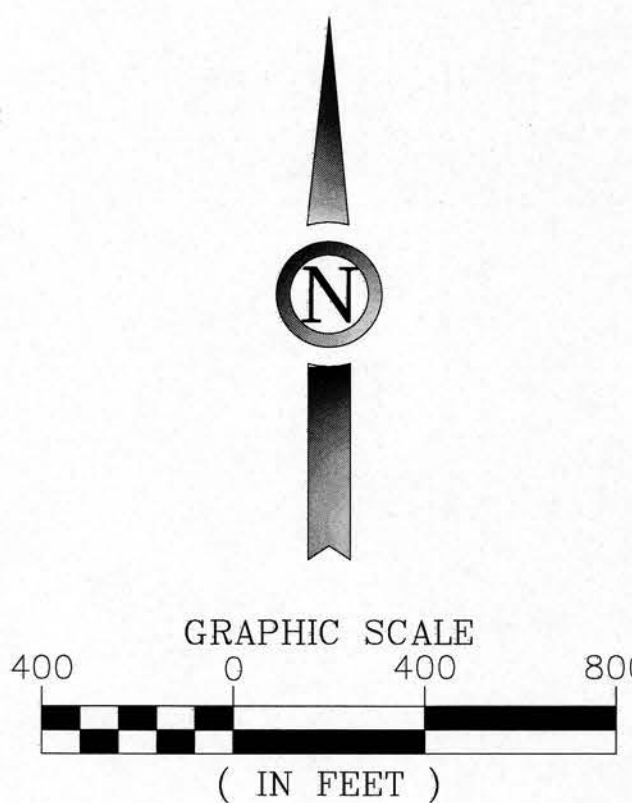
1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY JVIATION, INC. THE SURVEYOR RELIED ON COUNTY OF ALAMOSA, AND CITY OF ALAMOSA STAFF TO PREPARE THIS DOCUMENT. THE LEGAL DESCRIPTION PROVIDED FOR THE CURRENT CITY OF ALAMOSA CORPORATE BOUNDARY WAS PROVIDED TO JVIATION BY THE CITY OF ALAMOSA. ALL RIGHTS-OF-WAY SHOWN HEREON WERE TAKEN FROM RECORD PLATS AND DOCUMENTS RESEARCHED DURING THE COURSE OF THIS SURVEY.
2. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER INITIAL DISCOVERY OF SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION OF THIS PLAT.

SURVEYORS CERTIFICATE

I, JUSTIN G. NESS, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS PLAT WAS PREPARED FROM THE NOTES OF AN ACTUAL FIELD SURVEY PERFORMED BY OR ME UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

FIELD WORK FOR THIS SURVEY WAS COMPLETED IN FEBRUARY OF 2018.

JUSTIN G. NESS
PROFESSIONAL LAND SURVEYOR No. CO-38396



**SAN LUIS VALLEY REGIONAL AIRPORT
ANNEXATION
TO THE CITY OF ALAMOSA
NW1/4 SECTION 22
T.37N., R.10E., N.M.P.M.,
ALAMOSA COUNTY, COLORADO**

JVIATION®

900 S. Broadway Suite #350
Denver, CO 80209
303.524.3030

www.jviation.com

JVIATION PROJ. No. 2018.ALS.01

ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of August, 2018, by and between Alamosa County, hereinafter referred to as "County," and the City of Alamosa, Colorado, a municipal corporation organized and existing under and by virtue of the laws of the State of Colorado, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the City and the County are the joint owners of the property described in Exhibit "A" attached hereto (hereinafter referred to as "Property"), and have filed a petition to annex the Property into the City; and

WHEREAS, County has sole management of the San Luis Valley Regional Airport, which encompasses the Property; and

WHEREAS, County proposes the annexation of the Property to the City; and

WHEREAS, The City has determined it to be in the best interest of the public health, safety, and welfare of its citizens to impose certain terms and conditions on the County in conjunction with the annexation of the Property to the City; and

WHEREAS, County and City have come to an Agreement, with respect to the terms and conditions of the annexation of the Property to the City, all as more fully set forth hereafter.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below.

"Agreement" means this Agreement.

"Applicable City Ordinances" shall mean all ordinances of the City which regulate the development, subdivision and use of the Property, as in effect from time to time. Such ordinances shall include, but shall not be limited to, the City's (i) Uniform Development Code, (ii) Street Standards, (iii) Drainage Ordinance, (iv) Flood Prevention Ordinance, (v) Building, Technical and Construction Codes, (vi) Ordinances concerning annexation/water surcharges, (vii) Ordinances concerning payment of fees, (viii) Ordinances concerning public dedications; and (ix) all other applicable City Ordinances, Resolutions, regulations and policies.

“PIF” shall mean the current City Plant Investment Fee as provided for by the Ordinances or regulations of the City at the time such charges are due and payable to the City as provided in this Agreement.

“Property” means the real property described and depicted on Exhibit “A”.

ARTICLE 2. RIGHTS-OF-WAY, PUBLIC LAND CONVEYANCE AND PUBLIC IMPROVEMENTS

Conveyance of rights-of-way, easements and public land. City and County shall convey from the Property at no cost to the City all rights-of-way, easements and public land reasonably required by the City. The City may require dedication of rights-of-ways, easements and public land at any time construction thereof or thereon is deemed necessary in the public interest even if the Property is not being platted or developed at the time the City deems dedication of the rights-of-way, easements and/or public land is necessary. The City acknowledges that said property is part of the San Luis Valley Regional Airport, and conveyances of any rights-of-way, easements, or public lands may be subject to regulations and approval by the Federal Aviation Administration

DEVELOPMENT.

Upon the annexation to the City, development of the Property shall conform in all respects with all applicable City Ordinances.

PROPOSED USE OF THE PROPERTY.

_____ **Land Use District Designation.** In the event of approval of the Petition for Annexation, upon annexation the Property shall be placed in the Industrial zoning district, but only if after receiving testimony at a public hearing the City Council determines that such zoning classification is justified as the most appropriate zoning classification for the property.

_____ **General Plan of Development.** The City and County agree that the Property is presently vacant, and that any future development will be in accordance with applicable City Ordinances

_____ **Annexation not Contingent.** County understands and acknowledges that the annexation of the Property is not contingent upon approval by the City of any particular plan of development of the Property, nor specific zoning classification and development plan, or zoning as may hereafter be approved by City. County assumes all risks of obtaining required subdivision and development permits for the Property in accordance with Applicable City Ordinances.

Public improvements. At the time the Property is developed, County agrees to design and fully improve said Property in accordance to applicable City Ordinances and standards or pay for such design and improvements that are adjacent to and abutting the exterior boundaries of the Property, all existing public streets within the Property, storm drainage facilities, landscaping and other public improvements. The cost of designing and constructing all of the aforementioned public improvements shall be borne by the County, and the construction thereof shall be at the sole cost, risk and expense of the County. Once those streets, storm drainage, landscaping, and other

dedicated public improvements constructed by the County, or a party under contract with the County, are accepted by the City in accordance with City standards or other adopted standards, or after correction pursuant to those standards of any defects, the City shall commence maintenance of said streets, storm drainage, and other public improvements. The Property owner shall maintain all landscaping improvements.

ARTICLE 3. REIMBURSEMENT AGREEMENTS

To the extent public improvements such as; storm drainage facilities, street lighting or other public improvements are oversized or extended onto adjacent property by County for a benefit accruing to third parties, said improvements may be eligible for reimbursement. If said improvements qualify for reimbursement through any entity, County shall be entitled to the proceeds of said reimbursement.

ARTICLE 4. DITCH AND WATER RIGHTS DEDICATION, PERMITTING OF EXISTING BUILDING(S) UNDER CONSTRUCTION.

At the time of annexation, the property to be annexed contains ____ buildings under construction with permit(s) approved by the County. The County shall be responsible for all inspections up through and including issuance of a certificate of occupancy, irrespective of the annexation status of the property at the time the building(s) are completed. As part of this annexation agreement, the County shall pay the City \$_____, which represents an estimated consumptive use of ____ acre feet per year of the pending buildings permitted by the County and not complete at time of annexation, multiplied by \$5,000 per acre foot.

After annexation, the following conditions concerning payment in lieu of water rights shall apply. Before any building permit may issue, any subdivision plat may be approved, or as part of any subdivision process, the nature of the development will be examined and a determination made as to the estimated increase in the City's consumptive use caused by the development. When that determination is made, and before any subdivision may be approved, the owner of record of the property will be charged an amount equal to \$5,000 per acre foot multiplied by the amount of water deemed necessary for the development, such \$5,000 per acre foot adjusted for the increase in the applicable consumer price index between the date of this agreement and the date the payment is made.

The amount of water for which cash-in-lieu will be paid shall be the consumptive use anticipated to apply to the subject property. Such consumptive use shall be determined by applying the assumptions delineated below to the development proposed for the subject property. The delineated assumptions shall be adjusted to apparent reductions or increases in anticipated water use as a result of evaluating the property-specific impact of applicable ordinances, covenants and similar matters which may alter the use or consumption of water in the development proposed for the subject property.

1. Residential water usage for homes, apartments and town homes shall be eighty-five (85) gallons per capita per day.

2. Based on accepted averages, three (3) people shall be considered to reside in each single family residence and two and one-half (2.5) people shall be considered to reside in each apartment and town home, and occupancy of all three categories of residential property shall be considered as three hundred sixty-five (365) days per year.

3. All commercial uses shall be considered to have the following rates of use: Hotel or motel unit: An average of 2.25 patrons/unit times 50 gallons/day/patron.

- a. Restaurant: 35 gallons/day/seat.**
- b. Retail store: 0.13 gallons/day/square foot.**
- c. Office building is 0.9 gallons/day/square foot.**
- d. RV usage at a rate of 100 gallons/day/space on an assumed occupancy of four months out of the year.**

4. Consumptive use of water for residential units and each commercial use is seven percent (7%) of the above rates of use.

5. Consumptive use rate for lawn grass is 2.4 acre feet per acre per year. At the time a subdivision plat is considered for the purposes hereof, City and the platting party shall agree upon a reasonable estimate of the area or areas to be irrigated as a result of development in accordance with said plat.

ARTICLE 5. CITY OBLIGATIONS

In fulfillment of its obligations hereunder, the City shall provide police, fire, and all other municipal services to the Property to the same extent as those services are provided by the City elsewhere in the City, pursuant to the City's general and uniformly applied policies.

ARTICLE 6. WATER AND SEWER

County shall be responsible, at its sole expense, for the installation of all utility infrastructure necessary to provide water and sewer services to the Property. Said infrastructure shall be subject to inspection by the Director of Public Works, or his designee, at all times during construction. Upon County's completion of the improvements, and approval by the City, the City shall assume ownership and responsibility for on-going maintenance and repair of said improvements., County shall be subject to all applicable resolutions, ordinances, regulations and laws regarding the water and sewer services provided to territorial users.

7. WATER CHARGES.

7.1 Payment of PIF's. Prior to making connections to the City water utility system, Owner shall pay to the City the PIF for the portion of the Property which is being connected. If the portion of the property being connected is not owned by the

present Owner at the time of the connection, the PIF shall be paid by the then-current owner.

7.2 Water Rates. Water users on the Property shall pay the then-current rates for water service paid by in-City users, subject to all decreases or increases in fees adopted in accordance with City ordinances and regulations. Water users on the property are subject to all rules, regulations and ordinances pertaining to the City's water system, including all future amendments.

8. SEWER CHARGES

8.1 Payment of PIF's. Prior to making connections to the City sewer utility system, Owner shall pay to the City the PIF for the portion of the Property which is being connected. If the portion of the Property being connected is not owned by the present Owner at the time of the connection, the PIF shall be paid by the then-current owner.

8.2 Sewer Rates. Sewer users on the Property shall pay the then-current rates for sewer service paid by in-City users, subject to all decreases or increases in fees adopted in accordance with City ordinances and regulations. Sewer system users on the property are subject to all rules, regulations and ordinances pertaining to the City's sewer system, including all future amendments.

ARTICLE 8. MISCELLANEOUS

Covenants. The provisions of this Agreement shall constitute covenants and servitudes which shall touch, attach to and run with the land comprising the Property, and the burdens and benefits of this Agreement shall bind and inure to the benefit of the Property, the County, its heirs, successors and assigns. This Agreement may be recorded in the Alamosa County Clerk and Recorder's Office in order to put prospective purchasers or other interested parties on notice as to the terms and conditions contained herein and liens hereby created.

Amendment of Agreement. This Agreement may be amended or terminated only by mutual consent in writing by the City and the County of the Property, its heirs, successors or assigns following the public notice and public hearing procedures required for the original approval and execution of this Agreement.

Disconnection. In the event of disconnection of the Property for any reason, the City's infrastructure and service obligations shall be void and of no further force and effect, but all dedications and conveyances to the City made hereunder shall continue in full force and effect unless vacated in the manner provided by law.

Remedies. In the event of a breach of default in performance of this Agreement, the parties shall have all remedies in law or in equity including, specific performance. However, in no event shall the City or the County be deemed to waive any rights

existing or accruing to the City or County under the Colorado Governmental Immunity Act. If at any time any part hereof has been breached by the County, the City may in addition to other remedies, withhold approval of any or all building or other permits applied for by the County on the Property, or withhold issuance of certificates of occupancy until the breach or breaches has or have been cured.

Titles of Sections. The titles of the several articles and sections of this Agreement are inserted for convenience or reference only and shall be disregarded in construing or interpreting any of its provisions.

No Third-Party Beneficiary. No third-party beneficiary rights are created in favor of any person not party to this Agreement. It is expressly understood and agreed that 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 hereto, their heirs, successors and assigns, including successor owners of any lot(s) or any other portion(s) of the Property, and nothing contained in this Agreement shall give rise to or allow any claim or right of action hereunder by any other person or party. Notwithstanding the foregoing, it is expressly understood and agreed by the parties hereto that the right of the County to receive, and the obligation of the City to pay, any credits or reimbursements hereunder shall accrue exclusively to the original parties to this Agreement and to any statutorily empowered districts created by the County pursuant hereto, but to no others.

Venue. Venue for any action to enforce or interpret the terms of this agreement shall be in the District Court of Alamosa County, Colorado.

Applicable Law. The laws of the State of Colorado shall govern the interpretation and enforcement of this Agreement.

Assignment. Except as provided in the paragraph entitled, "No Third-Party Beneficiary" of this Article 13, this Agreement shall be binding upon and shall inure to the benefit of the successors in interest, assigns and the legal representatives of the parties hereto. County shall have the right to assign or transfer all or any portion of its interests, rights or obligations under this Agreement to third parties acquiring an interest or estate in the Property including, but not limited to, purchasers or long-term ground lessees of individual lots, parcels, or of any improvements now or hereafter located upon or within the Property.

Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall, unless amended or modified by mutual consent of the parties, continue in full force and effect so long as enforcement of the remaining provisions would not be inequitable to the party against whom they are being enforced under the facts and circumstances then pertaining.

Counterparts. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

Effective Date. This agreement is contingent upon the City approval of the annexation and shall become effective, as of the date on and the time when the annexation itself becomes effective

IN WITNESS WHEREOF, the City and the County have caused this Agreement to be duly executed as of the day first above written.

CITY OF ALAMOSA, COLORADO

By: _____
Heather Brooks, City Manager

ATTEST:

Holly Martinez, City Clerk

COUNTY OF ALAMOSA, COLORADO

By: _____
Darius Allen, Chairman

ATTEST:

Melanie Woodward, County Clerk

Approved as to form:

Jason T. Kelly, County Attorney

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

First Reading, Ordinance No. 24-2018 Adoption of the 2015 International Code Family

Recommended Action:

That Council approve Ordinance No. 24-2018 adopting the 2015 International Residential, Building, Mechanical, Energy, Property Maintenance and Fire Codes and set for public hearing on Wednesday, September 5, 2018, at 7:00 p.m. or as soon thereafter as the matter may be heard.

Background:

On August 1, 2007 the City changed from the UBC Codes and adopted the International Family of Codes: Building, Residential, Mechanical, Property Maintenance and Fire Codes. In 2011, the City adopted the 2009 versions of the International Codes, along with the 2009 International Energy Conservation Code, which is what we currently enforce. It is a common practice for smaller jurisdictions to adopt newer versions of building codes every 2 or 3 code cycles (6-9 years). Following this practice helps keep the financial impact to a minimum, allowing contractors and home owners time to get comfortable with the adopted code and time for Developers to plan accordingly.

Every 5 years the City gets audited by the ISO (Insurance Services Office). They look at what version of Code we are on and our daily practices and enforcement. Adopting current versions of the building code is one of the requirements of the ISO rating agency. They assess the compiled information and issue a community rating, and that rating is issued to insurance companies to use when establishing policies for home owners. Adopting a more current version of Codes will help the City to maintain a higher rating and keep the community insurance rates lower for the citizens.

Staff's recommendation is to adopt the Codes as submitted, with a few changes to the codes, only one of which are substantive. The substantive change is the requirement of (R313) Automatic Fire Sprinkler Systems in Townhouses, one, and two family dwellings. A residential sprinkler system has the additional cost of plumbing, boost pumping, permitting and inspection, backflow preventers, and flood alarm, which can result in an upfront cost of several thousand dollars. The cost can grow when the system becomes tied to a monitored fire alarm system. The concern of the upfront cost, as well as the recurring cost of inspection and maintenance in our community will have an impact on development. There is also fear that the system can fail within the home (i.e. frozen pipes) or that the system will be activated inadvertently (i.e. kids throwing balls within the home) resulting in water damage. Some feel that the requirement is being pushed by those who would stand to gain from its adoption, such as those in the fire protection industry, sprinkler system component manufacturers and plumbers.

Issue Before the Council:

Does Council wish to approve Ordinance No. 24-2018?

Alternatives:

- (1) Council may approve the Ordinance on first reading and set for public hearing on September 5, 2018 7:00 p.m. or as soon thereafter as the matter may be heard.
- (2) Council can modify the codes and then adopt them
- (3) Council can decline to adopt the 2015 family of codes and provide further direction to staff.

Fiscal Impact:

none

Legal Opinion:

The City Attorney will be present for comment

Conclusion:

This action will ensure that buildings in the city will be built to current standards of integrity, safety, and energy conservation.

ATTACHMENTS:

Description		Type
▣	Ordinance 24-2018, Adoption of 2015 International Codes	Ordinance

ORDINANCE NO. 24- 2018

AN ORDINANCE FOR THE REGULATION OF BUILDING CONSTRUCTION; NUISANCE AND PROPERTY MAINTENANCE; AND FIRE PREVENTION AND CONTROL, ADOPTING BY REFERENCE THE 2015 EDITIONS OF THE “INTERNATIONAL RESIDENTIAL CODE;” “INTERNATIONAL BUILDING CODE;” “INTERNATIONAL MECHANICAL CODE;” “INTERNATIONAL PROPERTY MAINTENANCE CODE;” AND “INTERNATIONAL FIRE CODE” PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, AND MODIFYING THE PENALTIES SET FORTH FOR VIOLATION THEREOF.

WHEREAS, the City of Alamosa has previously adopted 2009 editions of uniform codes published by the International Code Council that regulate matters concerning building construction standards, property maintenance standards, and fire protection standards, and said codes have been updated and replaced with codes encompassing the generally accepted, uniform methods of regulating such matters; and

WHEREAS, the City Council of the City of Alamosa, Colorado, deems it to be in the best interest of its citizens to adopt more current versions of adopted codes, specifically the 2015 versions of the various *Codes* (the 2018 versions have not been in place long enough to have experience with how their provisions interact with Alamosa’s specific circumstances), except the 2015 edition of the *International Energy Conservation Code*, compliance with which the City deems too expensive to require of its residents;

WHEREAS, it is desirable to provide a system regulating nuisance and property maintenance consistent with state law and generally conforming to similar regulations throughout the state and the nation; and

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

Section 1. Adoption of 2015 editions of the *International Building Code*, *International Residential Code*, and *International Mechanical Code*, and keeping in place the 2009 edition (erroneously identified as the 2010 edition in Section 4-21(a) of the *Code of Ordinances*) of the *International Energy Conservation Code*. Section 4-21 (a) of Article II of the *CODE OF ORDINANCES OF THE CITY OF ALAMOSA, COLORADO* (the “Code”), is hereby repealed and replaced in its entirety to read as follows:

(a) Pursuant to parts 1 and 2 of article 16 of title 31, C.R.S., there is hereby adopted by reference the following uniform codes promulgated and published by the International Code Council. The uniform codes identified below are adopted as if set out at length, except as specifically modified and/or amended as shown herein. A copy of the adopted uniform codes shall be maintained in the office of the Building Inspector of the City of Alamosa, and may be inspected during regular business hours. By way of

description, and without limiting the subject matter of the adopted codes, the uniform codes are adopted to regulate the initial construction or subsequent enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, operational equipment, use, height, area, and maintenance of all buildings or structures in the City of Alamosa, Colorado. The uniform codes adopted with modifications shown are the following:

International Residential Code, 2015 edition, published by the International Code Council, with the following modifications:

(1) Reference City of Alamosa in Section R101.1.

(2) Table R301.2(1) is completed as follows:

Ground snow load:	30
Wind speed	115/51
Topographic effects	No
Special wind region	No
Wind-borne debris zone	No
Seismic design category	C
Weathering	Severe
Frost line depth	32 inches
Termite	slight-moderate
Winter design temp	-16° F
Ice barrier underlayment	Yes
Flood hazards	1999
Air freezing index	3,000
Mean annual temp	45° F

(3) Section R313 (automatic fire sprinkler systems, townhouses and single and two family dwellings) is deleted.

(4) Chapters 24-43 (gas, plumbing, and electrical) are not adopted, as they fall under the jurisdiction of state inspectors and are subject to state codes.

(5) Only appendices E and J are adopted

International Building Code, 2015 edition, published by the International Code Council, with the following modifications:

(1) Reference City of Alamosa in Section 101.1

(2) Delete sections 101.4.1 and 101.4.4 (*International Fuel Gas Code* and *International Plumbing Code*) because subject to State Jurisdiction

(3) Delete sections 105.1.1 and 105.1.2

(4) Delete references to Electrical, Gas, and Plumbing in Section 105.2, as subject to State jurisdiction.

(5) Amend Section 109.3 to read as follows: The applicant for a *permit* shall provide the Building Official with plans of sufficient detail that the Building Official may appropriately determine building valuation costs based on the City's adopted fee schedule in conjunction with the International Code Council's Building Valuation Data, or other appropriate metric.

International Mechanical Code, 2015 edition, published by the International Code Council with title of Section 103 to be modified as follows: "Department of Building Safety"; Section 103.1 be changed to read "General. The department of building safety is hereby created and the executive official in charge thereof shall be known as the building official" and all further references to the code official to be changed to read "building official"

International Energy Conservation Code, 2009 edition, published by the International Code Council with all references to code official changed to read "building official" and excluding the following sections 101.4.4; 402.2.7

Section 2. Amendment of penalties for violation of codes. Section 4-21(b) of the *Code of Ordinances of the City of Alamosa* is amended to read in its entirety as follows: (b) The violation of any provision of these codes shall be punished by a fine not exceeding the jurisdictional limits of the municipal court applicable at the time of such violation. An act or omission in violation of any provision of these codes shall constitute a separate offense for each day in which such violation initially occurs or continues.

Section 3. Adoption of *International Property Maintenance Code*. Chapter 14, Article I, Section 14-1 of the *Code of Ordinances of the City of Alamosa* is amended, to read in its entirety as follows:

Sec. 14-1. Adoption of the International Property Maintenance Code.

Pursuant to parts 1 and 2 of article 16 of title 31, C.R.S., there is hereby adopted by reference the 2015 *International Property Maintenance Code* promulgated and published by the International Code Council. The *International Property Maintenance Code* is adopted as if set out at length, except as specifically modified and/or amended in section 14-2 of this article. A copy of the *International Property Maintenance Code* shall be maintained in the office of the Building Inspector of the City of Alamosa, and may be inspected during regular business hours

Section 4. Amendment of Section 14-2 to reference 2015 edition and amend modification to Section 302.4.

(a) Section 14-2(a) of the *Code of Ordinances of the City of Alamosa* is amended read in its entirety as follows: (a) *Deletions.* The 2015 edition of the *International Property Maintenance Code* is adopted as if set out at length save and except the following articles and/or sections which are declared to be inapplicable to the city and are therefore expressly deleted: 103.5; 111.2 and all its subsections; 111.3; 111.4; 111.5; 302.4; 302.8; 304.3;

(b) Section 14-2(b) is amended to read in its entirety as follows:

(b) *Modifications.* The 2015 edition of the *International Property Maintenance Code* is adopted as if set out at length, subject to the following additions or modifications:

1. Section 101.1 is amended by inserting "The City of Alamosa" for "Name of Jurisdiction."

2. Section 102.3 is amended to read **102.3 Application of other codes.** Repairs, additions or alterations to a structure, or changes of *occupancy*, shall be done in accordance with all applicable provisions of the *Alamosa Code of Ordinances*, including all uniform codes adopted by reference therein.

3. The title of Section 103 is hereby amended to read as follows: SECTION 103 APPOINTMENT AND LIABILITY OF CODE OFFICIAL

4. Section 103.1 is hereby amended to read "Code Official. The code official shall be the executive official in charge of the interpretation and enforcement of this code."

5. Section 103.2 is hereby amended to read "Appointment. The code official shall be appointed by the Chief of Police of the City of Alamosa."

6. Section 111.1 is hereby amended by substituting "Planning Commission" for "board of appeals" and "Commission" for "board" wherever those phrases appear in Section 111.

7. Section 111.7 is amended such that the first sentence reads "Any party adversely affected or aggrieved by the decision of the Commission shall have the right to apply to the appropriate court for judicial review."

8. Section 112.4 is hereby amended by stopping the section at "shall be liable to a fine."

9. Section 202 is hereby amended by adding the following definitions:

WATER CLOSET. A toilet.

LAVATORY. A sink, specifically, a bathroom sink.

10. Section 304.14 is hereby amended as follows: the dates April 1 and November 1 are added for the period in which screens are required by the section.

11. Section 602.3 is hereby amended by inserting October 1 and May 1 for the dates between which heating is required.

12. Section 602.4 is hereby amended by inserting October 1 and May 1 for dates between which heating is required

Section 5. Adoption of 2015 edition of the *International Fire Code*. Section 7-1(a) of the *Code of Ordinances of the City of Alamosa* is amended to read in its entirety as follows:

(a) Pursuant to parts 1 and 2 of article 16 of title 31, C.R.S., there is hereby adopted by reference the 2015 *International Fire Code* promulgated and published by the International Code Council, so as to regulate the topics of said code in the manners set forth in said code, which include but are not limited to establishing the minimum requirements consistent with nationally recognized good practice for providing a reasonable level of life safety and property protection from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures, and premises and to provide safety to fire fighters and emergency responders during emergency operations. The *International Fire Code* is adopted as if set out at length, except that Section 903.2.8 shall not be applicable to one and two family dwellings. A copy of the *International Fire Code* shall be maintained in the office of the Fire Chief of the City of Alamosa, and may be inspected during regular business hours.

Section 6. Validity. If any part or parts of this ordinance are for any reason held to be invalid such a decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part or parts thereof, irrespective of the fact that any one part or parts be declared invalid.

Section 7. 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 8. 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 9. 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 10. 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 1st day of August, 2018, and ordered published by title and as provided by law with notice of a public hearing to be held for consideration of the adoption of said ordinance on the 5th day of

September, 2018, 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. Pursuant to C.R.S. § § 31-16-203, such notice to be given twice, once at least 15 days before the hearing, and once at least 8 days before the hearing.

APPROVED, AND ADOPTED after public hearing the 5th day of September, 2018.

CITY OF ALAMOSA

By _____
Ty Coleman, Mayor

ATTEST:

Holly C. Martinez, City Clerk