# ALAMOSA CITY COUNCIL
## Regular Meeting Minutes

Council Chambers
300 Hunt Avenue, Alamosa, CO
August 3, 2016

***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.

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### 7:00 PM - Regular Meeting

**I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

The Regular Meeting of the Alamosa City Council was called to order on the above date by Mayor Josef Lucero at 7:00 p.m. The Pledge of Allegiance was recited.

**II. ROLL CALL**

Present at roll cole: Mayor Josef Lucero, Councilors Charles Griego, Michael Stefano, Jan Vigil, Kristina Daniel, Ty Coleman, and Liz Hensley.

**III. AGENDA APPROVAL**

Councilor Griego moved, seconded by Councilor Stefano to approve the agenda as presented. 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

Michael Peterson spoke in regards to Kiva apartments.

B. Follow-Up

None.

**V. CEREMONIAL ITEMS**

A. Introduction of Streets Superintendent, Ray Smith

Pat Steenburg introduced Ray Smith to Council in his new position, who was congratulated by Council.

B. Presentation of Life Saving Awards

Chief Oakes presented life saving awards to Captain Ken Anderson, Officer Jason Russell, and former Detective Tyler Schmidt. Captain Sam Maestas, who was unable to be present at the meeting, also received a life saving award.

C. Proclamation: National Health Center Week

COO Adam Roberts spoke about the events. Mayor Lucero read the proclamation and Council presented the proclamation to Mr. Roberts.

D. Proclamation: Bessie Konishi Recognition

Mrs. Greenwood spoke about Bessie Konishi. Mayor Lucero read the proclamation and Council presented it to Bessie Konishi.

## 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 Vigil moved, seconded by Councilor Hensley to approve Consent Calendar A as presented. The motion carried unanimously.

C.7.a. Approve Minutes of Meeting July 20, 2016

C.8.a. CDBG Memorandum of Understanding with SLV Health

C.8.b. Alamosa County FAA Grant

## VII. REGULAR BUSINESS

### A. Presentations from Outside Agencies

#### 1. Ruthie Brown

Ruthie Brown spoke in regards to her concerns related to the City including how there is funding available for the City to use towards the multi-purpose/ice rink facility but not money for the staff or manpower to maintain it plus the buildings that the City already has; the comprehensive plan and why some funds would be needed to update the recreation center; the landscaping around town and the grass at Cole Park; and the naming of a day for people. She also thanked Councilors Vigil and Daniel for taking a tour of the City with her and requested that the southside businesses be treated the same as the downtown businesses.

#### 2. Electrical Contractors

Mark Hensley with Valley Electric and Lynn Hensley with Quality Electric spoke in regards to unqualified handymen who are conducting electrical jobs in the City and the risks of them doing so.

### B. Business Brought Forward by City Staff

#### 1. Public Works

a. Consideration of the request of Kiva Apartments, LLC for the waiving of the Council imposed requirement for the construction of a standard size street for ingress and egress off of future Monroe Avenue.

Pat Steenburg presented information to Council. The owner of Kiva Apartmens, LLC approached staff with a request to waive the Council imposed requirement of the construction of a standard size street for ingress and egress off future Monroe Avenue at the southwesterly corner of the Kiva Apartment Complex on West Eighth Street. This requirement was made a condition of approval for the re-zoning of Tract 1 of the Paterson Subdivision in July of 2012. Staff and the Planning

Commission had passed a unanimous recommendation of approval with one access point on West Eighth Street.

Michael Paterson provided information to Council on why he is requesting the waiver of the secondary access point.

Council further discussed this request.

Councilor Griego moved, seconded by Councilor Stefano to deny the request of Kiva Apartments, LLC to waive the requirement of a secondary access point for the Kiva Apartment Complex on West Eighth Street. The motion carried carried 5 to 2 with Councilors Hensley and Stefano casting the no votes.

b. Consideration of four and seven year proposed time frames for the construction of First Street.

Pat Steenburg presented information to Council. At the July 6th City Council work session, staff presented the proposed 2017 Capital Improvement Plan which included two potential timeframes for the construction of First Street. The first, a four year plan, includes longer segments, longer construction times each year, and more extensive impacts to other planned projects around the City. The second, a seven year plan, provides for shorter segments, potentially fewer construction days each year, and fewer impacts to other planned projects around the City.

Council further discussed this item.

Councilor Daniel moved, seconded by Councilor Hensley to choose the 4-year plan for the timeframe on the construction of First Street. The motion failed with a vote of 5 No's and 2 Yes's.

Councilor Griego moved, seconded by Councilor Stefano to choose the 7- year plan for the timeframe on the construction of First Street. The motion carried 5 to 2 with Councilors Hensley and Daniel casting the no votes.

**2. City Clerk/Municipal Court**

a. Resolution No. 10-2016; A Resolution Approving An Amended Schedule of Municipal Court Costs and Fees

Holly Martinez presented information to Council. This resolution proposes a surcharge in the amount of $25.00 to be assessed on all traffic and criminal violations in the City of Alamosa and Municipal Court convictions with the exception of parking tickets and dog violations. It is an addition to any current fines and costs imposed on the defendant who pleads guilty, nolo contendere, or who enters a plea agreement, or who after trial, is found guilty of a violation of the *Code of Ordinances of Alamosa, Colorado.* It also includes an additional fee of $65.00 for the sealing of records, which is the charge associated with the passage of Senate Bill 16-116. Senate Bill 16-116 creates an alternative simplified process for the sealing of criminal justice records other than convictions and applies any time a person in interest is acquitted, the person in interest completes a diversion agreement, or the person in interest completes a deferred judgement and sentence.

Councilor Griego asked how the $25.00 fee was established. Staff advised that the fee was based upon comparisons of the charges from other jurisdictions and that when it was discussed in a previous work session with City Council, it was evaluated by the Judge to make sure it would still be reasonable to pay.

Councilor Hensley stated that she was in favor of the fee set at $25.00. Councilor Daniel also agreed and asked for confirmation of the other fees that already associated.

Ms. Martinez confirmed that the costs associated already are $50.00 court costs and $20 victim assistance fees.

Councilor Vigil moved, seconded by Councilor Daniel to adopt Resolution No. 10-2016 as presented. The motion carried 6 to 1 with Councilor Griego casting the no vote.

b. Resolution No. 12-2016; A Resolution Approving an Amended Schedule of Presumtive Fines for Violation of the *Code of Ordinances of Alamosa, Colorado.*

Ms. Martinez presented information to Council. After reviewing and comparing the fine schedule for traffic and ordinance violations in the City of Alamosa to other jurisdictions, the amount we are assessing to each are at an effective level. However, some violations that were assessed a fine are better addressed as a summons in to court. These are the only changes that are being proposed in this resolution.

Councilor Vigil moved, seconded by Councilor Stefano to adopt Resolution No. 12-2016 as presented. The motion carried 6 to 1 with Councilor Griego casting the no vote.

c. Award of Contract for "Community Service" or "Useful Public Service" and Day Reporting services to Rocky Mountain Offender Management Systems

Ms. Martinez presented information to Council. The City of Alamosa currently have limited sentencing options available to the Judge. It is desired to have more sentencing options and alternatives available to the Judge other than just assessing fines and costs or giving jail time. "Community Service of "Useful Public Service" and Day Reporting services are alternative options available to courts. Staff issued a request for proposal and received response from one organization. Rocky Mountain Offender Management Systems submitted a proposal that meets all the desired requests of the City.

Councilor Stefano moved, seconded by Councilor Vigil to award the contract for "Community Service" or "Useful Public Service" and Day Reporting services to Rocky Mountain Offender Management Systems. The motion carried unanimously.

**3. City Manager/Legal**

a. Neighborhood Planning Concepts

Heather Brooks presented information to Council. She explained how the definition of downtown is a broad definition and the use can mean different things to different people. However, in regards to planning, zoning, and land use designation, the terms are very specific. The key is usually that zoning is tied to land use and zoning can require different types of codes and requirements.

She further explained the Central Business District and the technical requirements that are associated with that. She also discussed the value that is coming from the Comprehensive Plan and how they are processing it and considering the needs of each area and recognizing what is there and what can be done to strengthen each one. The Comprehensive Plan is looking at all of Alamosa's gateways and how they need to be addressed to present Alamosa in the best way that it can be presented.

Council thanked Ms. Brooks for the information.

**C. Committee Reports**

Councilor Vigil reported on the library board meeting that he attended.

Councilor Coleman reported on the San Luis Valley Development Resource Group meeting and the Alamosa Housing Authority meeting that he attended.

**D. Staff Announcements**

Heather Brooks informed Council of the following dates:

- August 10th @ 5:30 p.m. - Marijuana work session followed by special council meeting with items related to marijuana
- August 17th - Council policy manual work session followed by regular meeting.

She also thanked the employee team that worked on the employee picnic and also thanked the staff that helped to put on the City Service Fair.

Ms. Brooks also commented on the presentation from the State Demographer and how rural communities are trying to attract residents of which include broadband and daycare.

She also updated Council on the progress of the animal shelter and the meeting that was held with East Alamosa and reminded them that their is a golf partnership meeting on Monday. She also informed them and the community of the article that was written where government gave themselves raises and clarified that those did not involve City officials as Charter prevents that from happening. She also gave more comprehensive plan updates that are scheduled for the week of August 22nd.

The last information she gave to Council was a recent event that occurred today where Sheriff Jackson verbally shared with the City that the jail would no longer be taking municipal inmates starting September 1st due to jail-overcrowding and the jail staff's safety. They've indicated that it may be temporary and the issue is on the agenda for the next County Commissioner's meeting, which is August 10th. It was recommended by Ms. Brooks to have two Councilor's appointed should meetings need to be held; Council appointed Councilor Girego and Councilor Daniel.

**COUNCIL COMMENT**

Councilor Vigil gave his condolences to the Marianne Dunn family and also spoke regarding Ruthie Brown's comments.

Councilor Daniel thanked Parks & Rec staff for the softball tournament season and mentioned the City Services Fair. She also thanked Ruthie Brown and also talked about the proclamation guidelines.

Councilor Coleman also expressed his sympathy for Marianne Dunn and also let everyone know about Phil Ray Jack who passed away.

Councilor Griego also echoed Councilor Vigil and Councilor Daniel's comments

Councilor Stefano and Mayor Lucero also echoed Council's comments.

**EXECUTIVE SESSIONS**

Councilor Daniel moved, seconded by Councilor Coleman to move into Executive Session (10:09 p.m.) pursuant to § 24-6-402(4)(f) for Personnel Matters related to the evaluations of the City Manager and City Attorney. The motion carried unanimously.

The executive session closed at 11:35 p.m.

When back in Regular Session (11:35 p.m.), Mayor Lucero affirmed that the Executive Session was held solely for the stated purpose.

1. Executive Session pursuant to C.R.S. §24-6-402(4)(f) for Personnel Matters - Evaluation of City Attorney

2. Executive Session pursuant to C.R.S. §4-6-402(4)(f) for Personnel Matters - Evaluation of City Manager

**ADJOURNMENT**

The meeting adjourned immediately following the Executive Session.

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|---|---|
| Holly C. Martinez, City Clerk | Josef P. Lucero, Mayor |

**ALAMOSA CITY COUNCIL**
**COUNCIL COMMUNICATION**

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**Subject/Title:**
Introduction of Streets Superintendent, Ray Smith

# ALAMOSA CITY COUNCIL
# COUNCIL COMMUNICATION

**Subject/Title:**
Presentation of Life Saving Awards

**Recommended Action:**
Recognize the continued efforts of the officers of the Alamosa Police Department to provide professional services to the citizens and visitors of Alamosa, which include responding to medical calls and providing appropriate first aid within the scope of training received by officers.

**Background:**
On Thursday, April 14, 2016, Captain Maestas, Captain Anderson, Officer Russell, and former Detective Tyler Schmidt responded to an address within the city limits of Alamosa in reference to a female subject who was not breathing. Once on scene, officers found an unresponsive female and provided rescue breathes. During this time, Officers discovered that the subject accidently overdosed on an opiate based medication. They administered 4 mg. of Naloxone via a nasal atomizer, which has been provided through a partnership with the San Luis Valley Area Health Education Center, who received a grant to provide law enforcement across the San Luis Valley with the Naloxone. Officers continued to provide medical aid until the arrival of the Alamosa EMS, who took over care. While being transported to the San Luis Valley Health Emergency Room, the subject regained consciousness. It was later discovered that the actions of the officers and the administration of the Naloxone was instrumental in the preservation of the subject's life.

**Fiscal Impact:**
No fiscal impact

**Conclusion:**
Duane Oakes, Alamosa Chief of Police will award and present these officers with a Life Saving Award for their quick response and actions.

**ALAMOSA CITY COUNCIL**
**COUNCIL COMMUNICATION**

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**Subject/Title:**
Proclamation: National Health Center Week

**ATTACHMENTS:**

| | Description | Type |
|---|---|---|
| | National Health Center Week Proclamation | Backup Material |

# National Health Center Week, 2016

**Whereas**: For over 50 years, Community Health Centers have provided high-quality, affordable health care in our nation's underserved communities, demonstrating that locally governed healthcare can improve lives while lowering costs.

**Whereas**: What began as a small demonstration project in two states has grown into the country's largest primary care network, with Health Centers now serving as the health care home for over 24 million Americans through more than 9,000 delivery sites across the nation. One in every fourteen people living in the United States looks to a community health center for their care.

**Whereas**: Health Centers provide high quality, cost effective, and accessible primary and preventive care, including integrated medical, oral, vision, behavioral health, and pharmacy services, to all individuals regardless of insurance status or ability to pay.

**Whereas**: Health Centers are located in medically underserved areas and locally controlled by patient-majority boards, ensuring that each Health Center always remains responsive to the needs of the specific community it serves.

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

**Whereas**: Health Centers nationally employ nearly 170,000 people, including more than 11,200 physicians and more than 9,000 nurse practitioners, physician assistants, and certified nurse midwives who work as part of a multi-disciplinary clinical teams designed to treat the whole patient.

**Whereas**: The Health Center model continues to prove an effective means of reducing healthcare disparities and 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 save the entire health system approximately $24 billion annually by managing chronic conditions and keeping patients out of costlier health care settings, like hospital emergency rooms.

**Whereas**: Health Centers have worked tirelessly to grow the nation's primary care infrastructure to meet the pressing need for access to care, yet the Centers for Disease Control and Prevention (CDC) reports that 17.3% of Americans (or more than 55 million people) still did not a have a regular place to go for healthcare in 2014.

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

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

**NOW, THEREFORE**, I, Josef P. Lucero, Mayor of Alamosa, do hereby proclaim August 7-13, 2016, as National Health Center Week. I encourage everyone to visit their local Health Center and celebrate the important partnership between America's Health Centers and the communities they serve.

Josef P. Lucero, Mayor

# ALAMOSA CITY COUNCIL
# COUNCIL COMMUNICATION

**Subject/Title:**
Proclamation: Bessie Konishi Recognition

**ATTACHMENTS:**

| | Description | Type |
|---|---|---|
| 🗋 | Recognition Proclamation | Cover Memo |

# PROCLAMATION

## *IN RECOGNITION OF BESSIE KONISHI*

WHEREAS, Bessie Konishi of Alamosa has received the General Federation of Woman's Club Jennie Award; and

WHEREAS, the Jennie Award is a medal of honor given to only eight of nearly 100,000 clubwomen from across the country and around the world; and

WHEREAS, in 2016, Bessie celebrated her Fiftieth year as a member of the General Federation of Women's Citizenship Club; and

WHEREAS, Bessie Konishi has worked extensively to promote peace and end racism in her community; and

WHEREAS, her commitment to her family, community, and the General Federation of Women's Club's mission of enhancing the lives of other through volunteer service shines through in all that she does.

NOW THEREFORE, I, Josef P. Lucero, on behalf of the Alamosa City Council and the citizens of Alamosa, recognize and congradulate Bessie Konishi on her continued success and receiving the Jennie Award.

Given under my hand and the seal of the City of Alamosa this 3rd day of August, 2016.

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Josef P. Lucero, Mayor

Attest:

____________________________

Holly C. Martinez, City Clerk

# ALAMOSA CITY COUNCIL
# COUNCIL COMMUNICATION

**Subject/Title:**
Approve Minutes of Meeting July 20, 2016

**ATTACHMENTS:**

| | Description | Type |
|---|---|---|
| | Minutes of Meeting July 20, 2016 | Cover Memo |

# ALAMOSA CITY COUNCIL
## Regular Meeting Minutes

Council Chambers
300 Hunt Avenue, Alamosa, CO
July 20, 2016

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**7:00 PM - Regular Meeting**

**I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

The Regular Meeting of the Alamosa City Council was called to order on the above date by Mayor Josef Lucero at 7:00 p.m. The Pledge of Allegiance was recited.

**II. ROLL CALL**

Present at roll call: Mayor Josef Lucero, Councilors Ty Coleman, Liz Hensley, Jan Vigil, and Kristina Daniel. Councilor Griego and Councilor Stefano previously requested to be excused.

**III. AGENDA APPROVAL**

Consent Calendar Item C.1.b. is to be removed from Consent Calendar and placed under Regular Business.

Councilor Hensley moved, seconded by Councilor Daniel to approve the agenda as amended. 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

Delzia Worley spoke in favor of the permitted use submitted by Jess Caton.

Cyndi Oringdulph spoke in regards to land around the land where they live and possibly getting a park put in there in the Montana Azul area.

Coral Hartless spoke in regards to La LLave family resource center.

Mary Jane Valdez spoke in regards to the group home/sober living houses that they own.

Shane McKibben, Felix Valdez and Pam Pfeiffer also spoke in regard to the group home/sober living houses.

Ruthie Brown said thank you for emergency vehicles being staged on the south side of town and addressed concerns she had with relation to the city.

B. Follow-Up

None.

## V. CEREMONIAL ITEMS

A. Introduction of IT Technician Jon Martinez

Jim Belknap introduced Jon Martinez, 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.

Item C.1.b. was removed from Consent and placed under Regular Business.

Councilor Hensley moved, seconded by Councilor Daniel to approve Consent Calendar A as amended. The motion carried unanimously.

C.7.a. Approve Minutes of Meeting July 6, 2016

C.8.a. Receive June 2016 Monthly Reports

C.2.a. Receive June 2016 Expenditure Report

C.1.a. Request of Carroll Properties, LLC for a Permitted Use by Special Review to allow a Multi-Family Dwelling (Use Group R-4) in a Commercial Business Zone

C.1.c. Request of La Llave Family Resource Center, Inc. for a Permitted Use by Special Review to Allow Professional and Business Offices (Use Group C-31) in an Industrial Zoning District

C.1.e. Request of Mary Jane Valdez for a Permitted Use by Special Review to Allow a Group Home (Use Group R-5) in a Residential Medium Zoning District

C.1.f. Award of Bid, Recycling Center Building

C.8.b. Endorsement Letter Recommending Councilor Hensley to serve on the CML Executive Board.

C.8.c. Extend Stillwater Brokerage Agreement

**VII. REGULAR BUSINESS**

**A. Presentations from Outside Agencies**

**1. CRHDC**

Janet Lucero gave an update to Council on the programs that are going on through CRHDC.

**B. Business Brought Forward by City Staff**

**1. Request of Leroy and Rosalie Martinez for a Permitted Use by Special Review to Allow Outdoor Dining in a Commercial Business District**

Councilor Hensley moved, seconded by Councilor Vigil to move item C.1.b. to regular business. The motion carried unanimously.

Councilor Coleman recused himself from voting on this item.

Pat Steenburg presented information to Council.This is a request for a permitted use by special review to allow outdoor dining in a commercial business zoning district as per the unanimous recommendation of the planning commission.

Councilor Vigil moved, seconded by Councilor Hensley to approve the request of Leroy and Rosalie Martinez for a permitted use by special review to allow outdoor dining in a commercial business zoning district as per the unanimous recommendation of the planning commission. The motion carried unanimously.

**2. Public Works**

a. Request of Carroll Properties, LLC for a Final Plat Approval for Carroll Business Park, Filing 7

Pat Steenburg presented information to Council. This plat is a natural extension of the previous filings in the area, all required infrastructure was completed a number of years ago and the plat in in general conformance with the preliminary plat. It was also provide for the deployment of vacant property across the street to the west from Wal Mart.

Mayor Lucero opened the public hearing at 7:49 p.m. and asked for those wishing to speak on this issue.There being no one wishing to speak, the hearing closed at 7:49 p.m.

Councilor Hensley moved, seconded by Councilor Coleman to pass Resolution No. 11-2016. The motion carried unanimously.

b. Request of Jess Caton for a Permitted Use by Special Review to Allow an Automotive Repair Facility (Use Group C-15) in a Commercial Business District (Central Business District)

Mr. Steenburg presented information to Council. The Planning Commission with a 4 to 1 vote, passed a recommendation for approval of the request of Jess Caton for a Permitted Use by Special Review to allow an automotive repair facility in the Central Business District. This recommendation was based on a presentation made by the applicant, that the building has been vacant for a number of years and letters of support from neighbors on each side. Staff, however, based on information obtained during public outreach portions of the Comprehensive Plan update, recommended denial.

Councilor Daniel asked for clarification of the access point to the business. Mr. Steenburg confirmed they would access it from the alley in the back of the building or from Main Street.

Council further discussed this request.

Councilor Vigil moved, seconded by Councilor Hensley to approve the request of Jess Caton for a Permitted Use by Special Review to allow an Automotive Repair Facility (Use Group C-15) in a Commercial Business District (Central Business District). The motion carried unanimously.

**3. Police**

a. Public Hearing, Ordinance No. 14-2016, 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 reviewed this ordinance with Council.

Mayor Lucero opened the public hearing at 8:02 p.m. and asked for those wishing to speak on the matter.

There being no one wishing to speak, the hearing closed at 8:02 p.m.

Councilor Daniel moved, seconded by Councilor Coleman to finally adopt Ordinance No. 14-2016. The motion carried unanimously.

**C. Committee Reports**

Councilor Hensley reported on the marketing board meeting that she attended.

Councilor Vigil reported on the school board meeting he attended.

**D. Staff Announcements**

Pat Steenburg reminded Council of the City Services Fair that is on July 27, 2016.

**COUNCIL COMMENT**

Councilor Daniel stated she appreciated the attendance from the community at tonight's meeting and gave thanks to the county commissioners for the meeting that they had with them. She also congratulated Holly and Chief Oakes for receiving the JAG Grant after appealing the original decision.

Mayor Lucero mentioned the rally that was put on in support of police officers.

Councilor Vigil gave kudos to Pat's staff on the street work throughout the City. He also commented on the proclamation concerns that were recently brought up and asked if Council could get together to talk about it. Mayor Lucero responded to Councilor Vigil's comments.

Councilor Coleman thanked Jolene for all the work and effort she put into for the Employee BBQ and also thanked all city employees and their families. He also mentioned that all Council members present at tonight's meeting went and supported the police officers at the rally event this morning.

Mayor Lucero gave kudos to Heinz and his staff for the maintenance done at the cemetery.

**ADJOURNMENT**

The meeting adjourned at 8:11 p.m.

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Holly C. Martinez, City Clerk Josef P. Lucero, Mayor

## ALAMOSA CITY COUNCIL
## COUNCIL COMMUNICATION

**Subject/Title:**
CDBG Memorandum of Understanding with SLV Health

**Recommended Action:**
It is the recommendation of staff to adopt Alternative 1, authorizing staff to sign the Memorandum of Understanding for the CDBG block grant between the City of Alamosa and San Luis Valley Health for the Oncology Center Project.

**Background:**
In January 2016 SLV Health approached Council asking for a partnership in order to apply for CDBG grant funds for the expansion of the hospital facility for oncology services and redesign/improvement of the parking lot. Council authorized the partnership and the grant application was submitted and the grant was awarded for the project in the amount of $500,000 contingent on the state receiving initial requirements for the grant. The above mentioned MOU is one of those requirements in order for the grant award to be moved forward to the next processes. This is one of many steps required for the CDBG grant process and funds that will be received from the State.

**Issue Before the Council:**
Does Council wish to sign and enter into the MOU with SLV Health and continue the process for the award of funds for the CDBG Block grant?

**Alternatives:**
1. Authorize staff to sign the Memorandum of Understanding for the CDBG block grant between the City of Alamosa and San Luis Valley Health for the Oncology Center Project.
2. Deny the request and provide staff with further direction.

**Fiscal Impact:**
SLV Health has committed to cover the increased auditing costs that this project could create. Historically, the additional cost for the addition of a single audit has been about $8,000.

**Legal Opinion:**
The City Attorney has reviewed the MOU and will be present for questions.

**Conclusion:**
SLV Health is working to expand their oncology services and better serve valley residents. As part of the capital construction, the parking lot will need to be reconfigured which is the perfect opportunity to improve traffic flow, tie into the upcoming First Street design, and beautify two major corridors (Hwy 160 and First Street). The CDBG grant provides funding needed for these elements of this project.

**ATTACHMENTS:**

| | Description | Type |
|---|---|---|
| 🗋 | MOU | Backup Material |
| 🗋 | Award Letter | Backup Material |

# EXHIBIT I-H

## MEMORANDUM OF UNDERSTANDING

<u>City of Alamosa</u>

**AND**

<u>San Luis Valley Health</u>

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT**

THIS AGREEMENT is made and entered into this 3rd day of August, 2016, by and between: the City of Alamosa, Alamosa, Colorado, a Colorado home rule city, 300 Hunt Ave., Alamosa, CO 81101 (hereinafter referred to as the “City”), and San Luis Valley Health, a non-profit health care organization, 106 Blanca Avenue, Alamosa, CO  81101 (hereinafter referred to as the “SLVH”);

WHEREAS, SLVH is in the process of developing exterior infrastructure to compliment an Oncology/Hematology capital project within the corporate limits of the City, commonly known and referred to as San Luis Valley Health Expansion of Oncology Infrastructure (the “Project”); and

WHEREAS, in conjunction with the Project, the City has previously submitted a grant application and agreed to act as a sponsor of a Community Development Block Grant (“CDBG”) in the amount of $500,000 (the “Grant”) from the Department of Local Affairs, an agency of the State of Colorado, (“DOLA”); and

WHEREAS, the City is in receipt of an Award Letter from DOLA May 9, 2016, and based on the grant application that identifies a Scope of Services that the City, as contractor, “expect to carryout a major portion of the Project activities through SLVH, an eligible sub-recipient of Community Development Block Grant funds; who will own the building;” and

WHEREAS, it is both necessary and desirable for the City to enter into this  Agreement with SLVH for purposes of setting forth the relative responsibilities of the parties with respect to the planning, development and construction of the Project, and the expenditure of Grant funds in conjunction therewith; and

WHEREAS, it is the mutual desire of the parties to set forth their understanding and agreement, in writing, with respect to said obligations:

NOW, THEREFORE, in consideration of the mutual covenants, conditions and obligations herein set forth, the parties agree:

1. In consideration of the City’s willingness to act as the sponsor of the CDBG Grant and to enable Grant funding of the Project, SLVH agrees as follows:
   (a) SLVH agrees that it shall manage, develop and carry out construction of the project in conformity with all applicable building, zoning and development regulations. The Project will be owned by SLVH.
   (b) SLVH agrees to maintain and keep the property in a good and orderly condition and utilize it as an Oncology Department within SLVH within the City, in the San Luis Valley region of Colorado.
   (c) SLVH shall provide to the City copies of all correspondence received from or sent to DOLA related to the utilization or expenditure of Grant funds as referenced in this contract, within the Grant application, or within any agreements with DOLA.
   (d) SLVH shall promptly comply with all financial management regulations, policies, guidelines and requirements as set forth in the most current edition of the Community Development Block Grant Housing Guidebook.

# EXHIBIT I-H

## MEMORANDUM OF UNDERSTANDING

(e) SLVH, in connection with this Project, agrees that it will carry out and comply with all of the rules, regulations and standards set forth in the DOLA "Guidebook for Public Facilities and Construction Projects" with respect to environmental protection, civil rights, property acquisition, relocation, labor and construction and project close-out.

(f) SLVH agrees that it will carry out all of the work elements in a satisfactory and proper manner, assure that the Grant funds are expended solely for Project activities and in the amounts budgeted under the Project responsibilities required by and set forth within the City's contract with DOLA (Project No. 16-520) as amended. The contents of these documents, attached hereto as the Scope of Work and budget, are specifically incorporated by reference herein.

(g) SLVH shall be responsible for the same audit requirements as specified in the City's contract with DOLA. SLVH shall provide the City with a copy of the annual audit report as required under the Single Audit Act of 1984, as amended in 1996.

2. SLVH agrees to prepare all quarterly financial and performance reports, as required under the CDBG Guidelines and shall provide copies of such reports to DOLA and the City in a timely manner.

3. SLVH shall prepare all requests for payment, which requests shall then be forwarded to the City along with supporting documentation (invoices, check copies, purchase orders, etc.) to substantiate the request for a draw down of funds. After review, the City shall forward the request to DOLA for payment. Upon receipt of payment, the parties expect that DOLA will forward the funds to the City. The parties expect that DOLA will require documentation evidencing that such funds were appropriately expended on the Project, and SLVH shall provide the City copies of checks and payment of bills for its permanent records. If the City receives an advance of CDBG funds from the State, SLVH shall be required to submit copies of invoices, check copies, purchase orders or similar evidence of indebtedness to substantiate any draw down of CDBG funds from DOLA.

4. Prior to any request for reimbursement for authorized activities to be funded under the Community Development Block Grant, SLVH shall have in place all financing for the Project inclusive of construction financing, permanent financing, and any bridge loans, as required.

5. SLVH shall provide certification to the City and to DOLA that the selection of contractors and purchase of materials to accomplish the project shall follow and be in accordance with the appropriate procurement standards to the Community Development Block Grant Guidebook.

6. SLVH's request for final payment shall be submitted in accordance with the provisions set forth in Paragraph 5 of the contract between the City and DOLA, dated July 1, 2016, pertaining to Project No. 16-520.

7. SLVH agrees to comply with all other terms, conditions and obligations pertaining to the ownership, development, construction and management of the Project as required under any contractual documents executed by the City or SLVH with DOLA or the State of Colorado. In the event there is any liability accruing from inappropriate expenditure of Grant funds by the City, other than as a result of the negligence of the City, SLVH agrees to be responsible and to hold the City harmless therefore.

# EXHIBIT I-H

## MEMORANDUM OF UNDERSTANDING

8. It is the intent of this Agreement to assure that all contractual obligations concerning the ownership, development, construction, and management of the Project shall be accomplished by SLVH, and that the role of the City in conjunction with said Project, other than planning and development approval, shall be limited to making application for the Community Development Block Grant funds and acting as a conduit for the authorized expenditure of such funds in accordance with the contractual documents.

9. Time is of the essence with respect to the covenants, conditions and obligations contained herein, as well as those set forth in the existing contracts pertaining to Project No. 16-520 involving DOLA and the State of Colorado.

10. The terms of this Agreement shall be binding upon the representative parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

SAN LUIS VALLEY HEALTH

______________________________
By:
______________________________

CITY OF ALAMOSA

By: ________________________________
(Name and Title)

Attest: _________________________________

**COLORADO**
**Department of Local Affairs**
Division of Local Government

May 9, 2016

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

RE: CDBG #16-520 – Alamosa – San Luis Valley Health (SLVH)

Dear Mayor Lucero:

The Department of Local Affairs has completed its review of your application for Community Development Block Grant (CDBG) funds for the above referenced project. I am pleased to offer a grant award in the amount of $500,000 to assist in the exterior improvements to SLVH located at 106 Blanca Avenue. This offer is contingent on the State receiving its 2016 CDBG allocation from the U.S. Department of Housing and Urban Development (HUD) and Montrose achieving the following by September 30, 2016:

- Completing and submitting any remaining CDBG application requirements available at dola.colorado.gov/cdbg under the "Application" tab;
- Execution of a Memorandum of Understanding (MOU) between Alamosa and SLVH;
- The project will require a CEST level of environmental review, Exhibit IV-C. All forms and instructions are available in the CDBG Guidebook on-line at www.dola.colorado.gov/environmentalreview; and
- Submission of a W-9

Upon completion of the above requirements, a Confirmation of Award will be issued and you can begin the contracting process with the Department. These funds may not be obligated before a grant contract is fully executed. Expenditures made prior to the full execution of the contract cannot be reimbursed by the State. Additionally, Federal regulations prohibit obligating or expending CDBG funds until an environmental review has been completed and funds formally released by the State.

Congratulations on receipt of this award and best wishes to you on the successful completion of your project. Please contact DOLA Field Manager Christy Culp at 719-589-2251 for more detailed information on how to proceed.

Sincerely,

Irv Halter
Executive Director, DOLA

cc: Senator Larry Crowder
Representative Edward Vigil
Christy Culp, DOLA Regional Mgr.
Jodi Adkins, DOLA CDBG Program Mgr.
Hannah Cichocki, DOLA
Bret Hillberry, DOLA
Christine Hettinger-Hunt, Grant Director, SLVH

**ALAMOSA CITY COUNCIL**
**COUNCIL COMMUNICATION**

**Subject/Title:**
Alamosa County FAA Grant

**Recommended Action:**
Staff recommends that Council authorize the Mayor and City Attorney to sign the grant documents enabling Alamosa County to receive the FAA Grant.

**Background:**
During an inspection in 2015, a safety inspector noted that the Airport taxiway signs were incorrectly labeled and needed correction. Alamosa County has been successful in securing an FAA grant to assist in the repair. Since the property is jointly owned by the City and County, the paperwork requires signatures from both entities. While the paperwork requires the City's signatures, this is a County project that will be managed by the County and there will not be any further involvement by the City. Francis Song will be present during the meeting should there by any questions regarding the grant or project.

**Issue Before the Council:**
Does Council wish to authorize the Mayor and City Attorney to sign grant documents enabling the Alamosa County Airport to receive an FAA grant?

**Alternatives:**
Council can authorize the signatures, deny the authorization, or provide further direction to staff.

**Fiscal Impact:**
There is no fiscal impact to the City of Alamosa. While some of the paperwork discusses the need for a single audit, this does not apply to the City of Alamosa since the City will not be receiving federal funds in excess of $750,000 in 2016. This is an Alamosa County project that simply requires the proper signatures given the joint ownership in the property.

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

**Conclusion:**
Alamosa County has successfully secured a grant to improve the taxiway signs at the Airport. In order to receive the grant, signatures are needed on behalf of the City due to the joint ownership in property.

**ATTACHMENTS:**

| Description | Type |
|---|---|
| Grant Letter | Backup Material |
| Grant Assurances | Backup Material |

U.S. Department
of Transportation
**Federal Aviation Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

July 22, 2016

Mr. Darius Allen, Chairman
Board of County Commissioners
8900-A Independence Way
Alamosa, Colorado 81101

Mr. Josef Lucero, Mayor
City of Alamosa
300 Hunt Avenue
Alamosa, Colorado 81101

Dear Mr. Allen and Mr. Lucero:

We are enclosing 3 copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0002-020-2016 at the San Luis Valley Regional Airport. Please read this letter and the Grant Offer carefully.

To properly enter into this agreement, you must do the following:

- The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than August 19, 2016, in order for the grant to be valid.
- The Sponsor's attorney must sign and date the grant agreement *after* the Sponsor.
- You may not make any modification to the text, terms or conditions of the grant offer.
- We ask that you return one executed copy of the Grant Offer. Please keep the other 2 copies of the grant for your records.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Please note Grant Condition No. 6 requires you to complete the project without undue delay. To ensure proper stewardship of Federal funds, **you are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress**. Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and

- Performance Reports are due within 30 days of the end of a reporting period as follows:
    1. Non-construction project: Due annually at end of the Federal fiscal year.
    2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

Once the project is completed and all costs are determined, we ask that you close the project without undue delay and submit the final closeout report documentation as required by FAA's Denver Airports District Office.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards. **A copy of a "Single Audit Certification Form" is enclosed.** Please complete and return a copy to our office with the executed Grant Agreement. Please make a copy for your files.

Ron Niehoff is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Ron Niehoff at (303) 342-1255.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

John P. Bauer
Manager, Denver Airports District Office

Enclosures

# Single Audit Certification Form

As a condition of receiving Federal assistance under the Airport Improvement Program, you must comply with audit requirements as established under 2 CFR §200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards. For more information on the audit requirements please reference the following web site: https://harvester.census.gov/facweb.

In accordance with your Airport Improvement Program (AIP) grant agreement, you must provide a copy of your audit to your local Airports District Office (ADO), whether or not there are any significant findings. Please fill out the information below by checking the appropriate line(s), sign, date, and return this form to the FAA local ADO identified at the bottom of the form.

Airport Sponsor Information:

| | |
|---|---|
| ______________________ Sponsor Name | ______________________ Fiscal/Calendar Year Ending |
| ______________________ Airport Name | |
| ______________________ Sponsor's Representative Name | ______________________ Representative's Title |
| ______________________ Telephone | ______________________ Email |

Please check the appropriate line(s):

☐ We are subject to the Single Audit requirements and are taking the following action:

- ☐ The Single Audit for this fiscal/calendar year has been submitted to the FAA.
- ☐ The Single Audit for this fiscal/calendar year is attached.
- ☐ The Single Audit report will be submitted to the FAA as soon as this audit is available.

☐ We are exempt from the Single Audit requirements for the fiscal/calendar noted above.

Sponsor Certification:

| | |
|---|---|
| ______________________ Signature | ______________________ Date |

Return to: FAA, Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, Colorado 80249

U.S. Department
of Transportation
Federal Aviation
Administration

# GRANT AGREEMENT

## PART I – OFFER

| | |
|---|---|
| Date of Offer | July 22, 2016 |
| Airport/Planning Area | San Luis Valley Regional Airport |
| AIP Grant Number | 3-08-0002-020-2016 (Contract No. DOT-FA16NM-1028) |
| DUNS Number | 14-170-6833 |

**TO:** County of Alamosa, Colorado and City of Alamosa, Colorado
**(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)**

**FROM: The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS,** the Sponsor has submitted to the FAA a Project Application dated March 23, 2016, for a grant of Federal funds for a project at or associated with the San Luis Valley Regional Airport, which is included as part of this Grant Agreement; and

**WHEREAS,** the FAA has approved a project for the San Luis Valley Regional Airport (herein called the "Project") consisting of the following:

**Install Guidance Signs**

which is more fully described in the Project Application.

**NOW THEREFORE,** according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay 95.00 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

**CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $ 93,366.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

   $ 0.00 for planning

   $ 93,366 for airport development or noise program implementation

   $ 0.00 for land acquisition

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

   The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

   The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 19, 2016, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount

of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. **System for Award Management (SAM) Registration And Universal Identifier.**

    A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    B. Requirement for Data Universal Numbering System (DUNS) Numbers

       1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.

       2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.

       3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866–606-8220) or the Internet (currently at http://fedgov.dnb.com/webform).

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to

be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

17. **Maximum Obligation Increase for Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

 A. may not be increased for a planning project;

 B. may be increased by not more than 15 percent for development projects;

 C. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.

19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

 A. Verify the non-federal entity is eligible to participate in this Federal program by:

  1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or

  2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

  3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.

 B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).

 C. Immediately disclose to the FAA whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. **Ban on Texting When Driving.**

 A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

   a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

   b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

 B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts

21. **Trafficking in Persons.**

 A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, and subrecipients of private or public Sponsors (private entity). Prohibitions include:

  1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;

2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
    a. Associated with performance under this agreement; or
    b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR part 1200.

**22.** **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated March 2007, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

**23.** **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

**24.** **Current FAA Advisory Circulars for AIP Projects:** The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the *Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects*, dated December 31, 2015, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**25.** **Assurances:** The Sponsor agrees to comply with the Assurances attached to this offer, which replaces the assurances that accompanied the Application for Federal Assistance.

**26** **Pavement Maintenance Management Program:** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will

1) Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
2) Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
3) Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
    a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
        1. location of all runways, taxiways, and aprons;
        2. dimensions;
        3. type of pavement, and;
        4. year of construction or most recent major rehabilitation.
    b. Inspection Schedule.

1. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
2. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

4) Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
   a. inspection date;
   b. location;
   c. distress types; and
   d. maintenance scheduled or performed.
5) Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

**27.** **Final Project Documentation:** The Sponsor understands and agrees that in accordance with 49 USC 47111, and the Airport District Office's concurrence, that no payments totaling more than 97.5 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be satisfactorily completed. Satisfactorily complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list.

#

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA**
**FEDERAL AVIATION ADMINISTRATION**

_______________________________
*(Signature)*

**John P. Bauer**
_______________________________
*(Typed Name)*

**Manager, Denver Airports District Office**
_______________________________
*(Title of FAA Official)*

## PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.[1]

Executed this __________ day of _______________, ____________.

**COUNTY OF ALAMOSA, COLORADO**
_______________________________
*(Name of Sponsor)*

_______________________________
*(Signature of Sponsor's Authorized Official)*

**By:** _______________________________
*(Printed Name of Sponsor's Authorized Official)*

**Title:** _______________________________
*(Title of Sponsor's Authorized Official)*

### CERTIFICATE OF SPONSOR'S ATTORNEY

I, ______________________________, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at ____________ (location) this __________ day of _______________, ____________.

By _______________________________
(Signature of Sponsor's Attorney)

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[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Executed this __________ day of ________________, ____________.

**CITY OF ALAMOSA, COLORADO**
*(Name of Sponsor)*

_______________________________________
*(Signature of Sponsor's Authorized Official)*

**By:** _______________________________________
*(Printed Name of Sponsor's Authorized Official)*

**Title:** _______________________________________
*(Title of Sponsor's Designated Authorized Official)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, ______________________________, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at ____________ (location) this __________ day of ________________, ____________.

By _______________________________________
(Signature of Sponsor's Attorney)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

FAA
Airports

# ASSURANCES

## Airport Sponsors

### A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

### B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

## C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.**

   It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

   **Federal Legislation**

   a. Title 49, U.S.C., subtitle VII, as amended.
   b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.[1]
   c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
   d. Hatch Act – 5 U.S.C. 1501, et seq.[2]
   e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1 2]
   f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).[1]
   g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]
   h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
   i. Clean Air Act, P.L. 90-148, as amended.
   j. Coastal Zone Management Act, P.L. 93-205, as amended.
   k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.[1]
   l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
   m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
   n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
   o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
   p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
   q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
   r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]
   s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.[1]
   t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]
   u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
   v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.[1]
   w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
   x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]
   y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

**Executive Orders**

a. Executive Order 11246 - Equal Employment Opportunity[1]
b. Executive Order 11990 - Protection of Wetlands
c. Executive Order 11998 – Flood Plain Management
d. Executive Order 12372 - Intergovernmental Review of Federal Programs
e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction[1]
f. Executive Order 12898 - Environmental Justice

**Federal Regulations**

a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].[4, 5, 6]
c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
e. 14 CFR Part 150 - Airport noise compatibility planning.
f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
h. 29 CFR Part 1 - Procedures for predetermination of wage rates.[1]
i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]
j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]
k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]
l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]
m. 49 CFR Part 20 - New restrictions on lobbying.
n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.[1 2]
q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]
s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

**Specific Assurances**

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

**Footnotes to Assurance C.1.**

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

[5] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[6] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

   It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. Private Sponsor:

   It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

   It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. **Good Title.**

   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

    b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.**

    It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. **Veteran's Preference.**

    It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications.**

    It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. **Construction Inspection and Approval.**

    It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. **Planning Projects.**

    In carrying out planning projects:

    a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
    b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
    c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
    d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
    e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
    f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
    g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
    h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. **Operation and Maintenance.**

    a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1) Operating the airport's aeronautical facilities whenever required;
2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. **Airport Revenues.**

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. **Reports and Inspections.**

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. **Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. **Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. **Airport Layout Plan.**

a. It will keep up to date at all times an airport layout plan of the airport showing

   1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

   2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and

4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. **Disposal of Land.**

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. **Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. **Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. **Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated ____________ (the latest approved version as of this grant offer) and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. **Relocation and Real Property Acquisition.**

   a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
   b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
   c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. **Access By Intercity Buses.**

   The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. **Disadvantaged Business Enterprises.**

   The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. **Hangar Construction.**

   If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. **Competitive Access.**

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

    1) Describes the requests;

    2) Provides an explanation as to why the requests could not be accommodated: and

    3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

FAA
Airports

# Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 12/31/2015

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars

| NUMBER | TITLE |
|---|---|
| 70/7460-1L | Obstruction Marking and Lighting |
| 150/5020-1 | Noise Control and Compatibility Planning for Airports |
| 150/5070-6B Changes 1 - 2 | Airport Master Plans |
| 150/5070-7 Change 1 | The Airport System Planning Process |
| 150/5100-13B | Development of State Standards for Nonprimary Airports |
| 150/5200-28E | Notices to Airmen (NOTAMS) for Airport Operators |
| 150/5200-30C Change 1 | Airport Winter Safety And Operations |
| 150/5200-31C Changes 1 - 2 | Airport Emergency Plan |
| 150/5210-5D | Painting, Marking, and Lighting of Vehicles Used on an Airport |
| 150/5210-7D | Aircraft Rescue and Fire Fighting Communications |
| 150/5210-13C | Airport Water Rescue Plans and Equipment |
| 150/5210-14B | Aircraft Rescue Fire Fighting Equipment, Tools and Clothing |
| 150/5210-15A | Aircraft Rescue and Firefighting Station Building Design |
| 150/5210-18A | Systems for Interactive Training of Airport Personnel |

| NUMBER | TITLE |
|---|---|
| 150/5210-19A | Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports |
| 150/5220-10E | Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles |
| 150/5220-16D | Automated Weather Observing Systems (AWOS) for Non-Federal Applications |
| 150/5220-17B | Aircraft Rescue and Fire Fighting (ARFF) Training Facilities |
| 150/5220-18A | Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials |
| 150/5220-20A | Airport Snow and Ice Control Equipment |
| 150/5220-21C | Aircraft Boarding Equipment |
| 150/5220-22B | Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns |
| 150/5220-23 | Frangible Connections |
| 150/5220-24 | Foreign Object Debris Detection Equipment |
| 150/5220-25 | Airport Avian Radar Systems |
| 150/5220-26, Change 1 | Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment |
| 150/5300-7B | FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes |
| 150/5300-13A, Change 1 | Airport Design |
| 150/5300-14C | Design of Aircraft Deicing Facilities |
| 150/5300-16A | General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey |
| 150/5300-17C | Standards for Using Remote Sensing Technologies in Airport Surveys |
| 150/5300-18C | Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS |
| 150/5320-5D | Airport Drainage Design |
| 150/5320-6E | Airport Pavement Design and Evaluation |
| 150/5320-12C, Changes 1 - 8 | Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces |

| NUMBER | TITLE |
|---|---|
| 150/5320-15A | Management of Airport Industrial Waste |
| 150/5235-4B | Runway Length Requirements for Airport Design |
| 150/5335-5C | Standardized Method of Reporting Airport Pavement Strength - PCN |
| 150/5340-1L | Standards for Airport Markings |
| 150/5340-5D | Segmented Circle Airport Marker System |
| 150/5340-18F | Standards for Airport Sign Systems |
| 150/5340-26C | Maintenance of Airport Visual Aid Facilities |
| 150/5340-30H | Design and Installation Details for Airport Visual Aids |
| 150/5345-3G | Specification for L-821, Panels for the Control of Airport Lighting |
| 150/5345-5B | Circuit Selector Switch |
| 150/5345-7F | Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits |
| 150/5345-10H | Specification for Constant Current Regulators and Regulator Monitors |
| 150/5345-12F | Specification for Airport and Heliport Beacons |
| 150/5345-13B | Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits |
| 150/5345-26D | FAA Specification For L-823 Plug and Receptacle, Cable Connectors |
| 150/5345-27E | Specification for Wind Cone Assemblies |
| 150/5345-28G | Precision Approach Path Indicator (PAPI) Systems |
| 150/5345-39D | Specification for L-853, Runway and Taxiway Retro reflective Markers |
| 150/5345-42H | Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories |
| 150/5345-43G | Specification for Obstruction Lighting Equipment |
| 150/5345-44K | Specification for Runway and Taxiway Signs |
| 150/5345-45C | Low-Impact Resistant (LIR) Structures |
| 150/5345-46D | Specification for Runway and Taxiway Light Fixtures |

| NUMBER | TITLE |
|---|---|
| 150/5345-47C | Specification for Series to Series Isolation Transformers for Airport Lighting Systems |
| 150/5345-49C | Specification L-854, Radio Control Equipment |
| 150/5345-50B | Specification for Portable Runway and Taxiway Lights |
| 150/5345-51B | Specification for Discharge-Type Flashing Light Equipment |
| 150/5345-52A | Generic Visual Glideslope Indicators (GVGI) |
| 150/5345-53D | Airport Lighting Equipment Certification Program |
| 150/5345-54B | Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems |
| 150/5345-55A | Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure |
| 150/5345-56B | Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS) |
| 150/5360-12F | Airport Signing and Graphics |
| 150/5360-13 Change 1 | Planning and Design Guidelines for Airport Terminal Facilities |
| 150/5360-14 | Access to Airports By Individuals With Disabilities |
| 150/5370-2F | Operational Safety on Airports During Construction |
| 150/5370-10G | Standards for Specifying Construction of Airports |
| 150/5370-11B | Use of Nondestructive Testing in the Evaluation of Airport Pavements |
| 150/5370-13A | Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt |
| 150/5370-15B | Airside Applications for Artificial Turf |
| 150/5370-16 | Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements |
| 150/5370-17 | Airside Use of Heated Pavement Systems |
| 150/5380-6C | Guidelines and Procedures for Maintenance of Airport Pavements |
| 150/5380-9 | Guidelines and Procedures for Measuring Airfield Pavement Roughness |
| 150/5390-2C | Heliport Design |

| NUMBER | TITLE |
|---|---|
| 150/5395-1A | Seaplane Bases |

## THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 12/31/2015

| NUMBER | TITLE |
|---|---|
| 150/5100-14E, Change 1 | Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects |
| 150/5100-17, Changes 1 - 6 | Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects |
| 150/5300-15A | Use of Value Engineering for Engineering Design of Airports Grant Projects |
| 150/5320-17A | Airfield Pavement Surface Evaluation and Rating (PASER) Manuals |
| 150/5370-12B | Quality Control of Construction for Airport Grant Projects |
| 150/5380-6C | Guidelines and Procedures for Maintenance of Airport Pavements |
| 150/5380-7B | Airport Pavement Management Program |
| 150/5380-9 | Guidelines and Procedures for Measuring Airfield Pavement Roughness |

**ALAMOSA CITY COUNCIL**
**COUNCIL COMMUNICATION**

**Subject/Title:**
Consideration of the request of Kiva Apartments, LLC for the waiving of the Council imposed requirement for the construction of a standard size street for ingress and egress off of future Monroe Avenue.

**Recommended Action:**
That Council consider the request of Kiva Apartments, LLC to waive the requirement of a secondary access point for the Kiva Apartment complex on West Eighth Street.

**Background:**
Staff has been approached by the owner of Kiva Apartments, LLC with a request to waive the Council imposed requirement of the construction of a standard size street for ingress and egress off future Monroe Avenue at the southwesterly corner of the Kiva Apartment Complex on West Eighth Street. This requirement was made a condition of approval for the re-zoning of Tract 1 of the Paterson Subdivision in July of 2012. Staff and the Planning Commission had passed a unanimous recommendation of approval with one access point on West Eighth Street. The following project chronology has been prepared for your review and consideration.

- 1999 Monroe Avenue and other area streets vacated by County Resolution No. 99-9-006
- May, 2012 Paterson Subdivision Preliminary plat to Planning Commission. Preliminary plat was approved unanimously with the requirement that the entire right of way owned by Larry Wilcox be dedicated to the city on the final plat. Planning Commission also unanimously recommended approval of a rezone from Commercial Business to Residential High.
- July, 2012 Unanimous recommendation of approval of the final plat and zoning change of Tract 1 of the Paterson Subdivision from the Planning Commission.
- July, 2012 Council unanimously approves final plat of the Paterson Subdivision and unanimously approves the re-zone of Tract 1 of the subdivision with the condition that a "standard size street for ingress and egress is added on Monroe Street and the developer is responsible for the development of the east side of Monroe Street."
- July, 2012 City Council approves Resolution No. 23-2012 approving the final plat with the stipulation "no city infrastructure is necessary to serve the proposed lot."
- July, 2014 Executive session to review strategy to secure interest in Monroe Street. This session resulted in the City's position to not issue a building permit for the second phase of the project until such time as a letter of credit or some other form of financing was secured to guarantee the construction of Monroe Avenue.
- August, 2015 Secured Agreement Providing for Construction of Monroe Avenue between the City of Alamosa and Lawrence Wilcox.
- September, 2015 Secured Irrevocable Letter of Credit in the favor of the City for Lawrence Wilcox in the amount of $50,000.
- November, 2015 Secured Irrevocable Letter of Credit in the favor of the City for Kiva Apartments, LLC in the amount of $50,000 to ensure performance under the contract with Lawrence Wilcox dated August 25, 2015 and recorded under reception number 360597 in the records of the Alamosa County Clerk and Recorder. Kiva Apartments LLC is the successor in interest to Lawrence Wilcox under the contract.
- April, 2016 Addendum to Agreement Providing for Construction of Monroe Avenue Between the City of Alamosa and Kiva Apartments, LLC.
- March, 2016 Secured Irrevocable Letter of Credit in the favor of the City for Kiva Apartments, LLC to ensure construction of the standard size street for ingress and egress as required by Council as a condition of the re-zoning of Tract 1 of the Paterson Subdivision.
- March, 2016 Staff met with Kiva Apartments, LLC to discuss their desire to be relieved of the requirement to construct the standard size street for ingress and egress on Monroe Avenue. Developer was informed that staff could not waive that requirement without Council consent.
- July, 2016 Staff receives letter from Desman Design Management discussing the desire to waive the requirement of the standard size street.

As outlined above, staff has secured the necessary agreements and funding guarantees to ensure the construction and development of Monroe Avenue as was the intent and desire of Council. This request has nothing to do with the construction of Monroe, rather, the construction of the access off Monroe into the southwest corner of the apartment complex as shown on the attached exhibit.

**Issue Before the Council:**
Does Council wish to waive the requirement of the standard size street for ingress and egress as requested by Kiva Apartments, LLC?

**Alternatives:**
Council may or may not waive the requirement as presented, with or without changes in the original recommendation and with or without providing staff further direction.

**Fiscal Impact:**
No significant fiscal impact is anticipated. Staff has, however, secured an Irrevocable Letter of Credit providing funds for the construction of the street should Council choose not to waive the request as presented.

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

**Conclusion:**

Former Public Works Director Don Koskelin and the Planning Commission unanimously recommended approval of the project without the access on Monroe Avenue. This was a condition of approval imposed by Council subsequent to the recommendation of the Planning Commission. At this point, staff is not convinced of the need for the secondary access point but has stood firm in regard to Council's wishes for it to be constructed.

**ATTACHMENTS:**

| | Description | Type |
|---|---|---|
| | Kiva Apartments Letter | Backup Material |
| | Exhibit of Requested Standard Size Street | Backup Material |
| | Agreement 28 April 2016 | Backup Material |
| | Letter of Credit 3 March 2016 | Backup Material |
| | City Manager Letter to Bank 2 December 2015 | Backup Material |
| | Letter of Credit 18 November 2015 | Backup Material |
| | Letter of Credit 15 September 2015 | Backup Material |
| | Resolution No. 23-2012 | Backup Material |
| | Agreement 27 August 2015 | Backup Material |
| | CM Email 5 May 2016 | Backup Material |
| | City Council Minutes 18 July 2012 | Backup Material |
| | Planning Commission Minutes 5 July 2012 | Backup Material |
| | Planning Commission Minutes 23 May 2012 | Backup Material |
| | Staff Rec to Planning Commission 14 May 2012 | Backup Material |

July 14, 2016

Mayor Josef P. Lucero and City Council Members
City of Alamosa
300 Hunt Avenue
Alamosa, CO 81101

**Re: Kiva Apartments - Alamosa, CO**
**Parking Lot Driveway Access Letter Report**

Dear Mayor Lucero and City Council Members:

The Kiva Apartments will at full build out have 64 rental units in four buildings surrounding a 115-space parking lot. Mr. Michael Paterson, President of Kiva Apartments LLC and developer of the apartments, has indicated a preference to provide one driveway on Eighth Street for the parking lot. Kiva Apartments LLC has retained DESMAN to provide an objective opinion of the adequacy of one driveway for the parking lot serving the apartments.

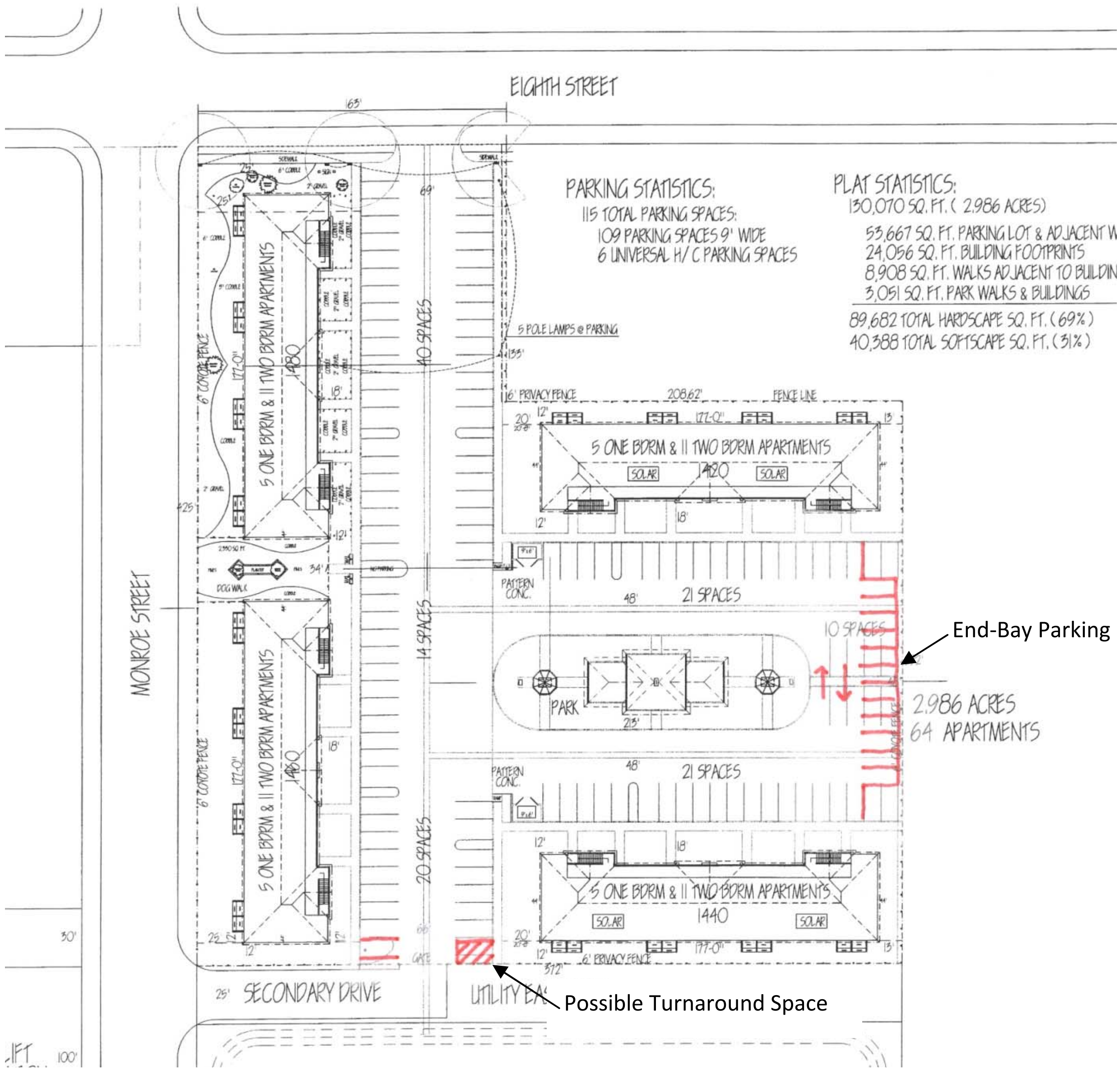
Peak-hour traffic volumes for residential uses are relatively low compared to other land uses, and inbound and outbound lanes in the single driveway will likely have the flow capacity to accommodate a few hundred more vehicles than required during peak traffic periods given the low density of the area and minimal vehicular traffic on 8$^{th}$ Street. The latest Google image of the general area shows not a single vehicle traveling on 8$^{th}$ Street between Foster Avenue and Highway 285, which is a distance of over one mile.

The location and the design of the driveway should not in any way impede traffic flow. The driveway is approximately 110 feet from the corner of the intersection at Eighth Street and Monroe Avenue (a minimum of 30 feet to the intersection is required by local code), the traffic lanes are approximately 12 feet wide, the right turns in and out of the lot are very comfortable, and sightlines are not obstructed.

A secondary driveway on the south end of the site will encourage future through traffic and possibly lessen the safety and security of the residents living at the apartments. Allowing through traffic will increase the amount of traffic and also the chance of accidents. Continuous streets are also known to have higher burglary rates than streets that are discontinuous, such as cul de sacs and no outlet streets. Criminals tend to avoid streets that dead end. The same would be true for the Kiva Apartments parking lot with one driveway.

The Zoning Chapter of the Code of Ordinances of Alamosa (Sec. 21-173) states: *"The number of service drives shall be limited to the minimum that will allow the property to accommodate the traffic to be anticipated."* It is anticipated that one driveway with two traffic lanes is more than adequate to accommodate the anticipated traffic volumes generated by the Kiva Apartments at full build out. DESMAN was recently involved in the design of a 314-space parking structure for a student housing complex in Fort Collins, CO with one driveway with one entry lane and one exit lane.

The dead end on the south end of the lot should not be problematic given its length. If the parking spaces are not assigned to tenants, drivers should be able to see if a space is available or not and make the decision to proceed forward and park or to turn left to seek an available parking space. If the dead end is a concern, a space at the end of the row of parking can be marked out and used as a turnaround. It is recommended to consider improving traffic flow in the lot by eliminating the other two dead ends with end-bay parking and a two-way dive aisle, as indicated in the sketch below.



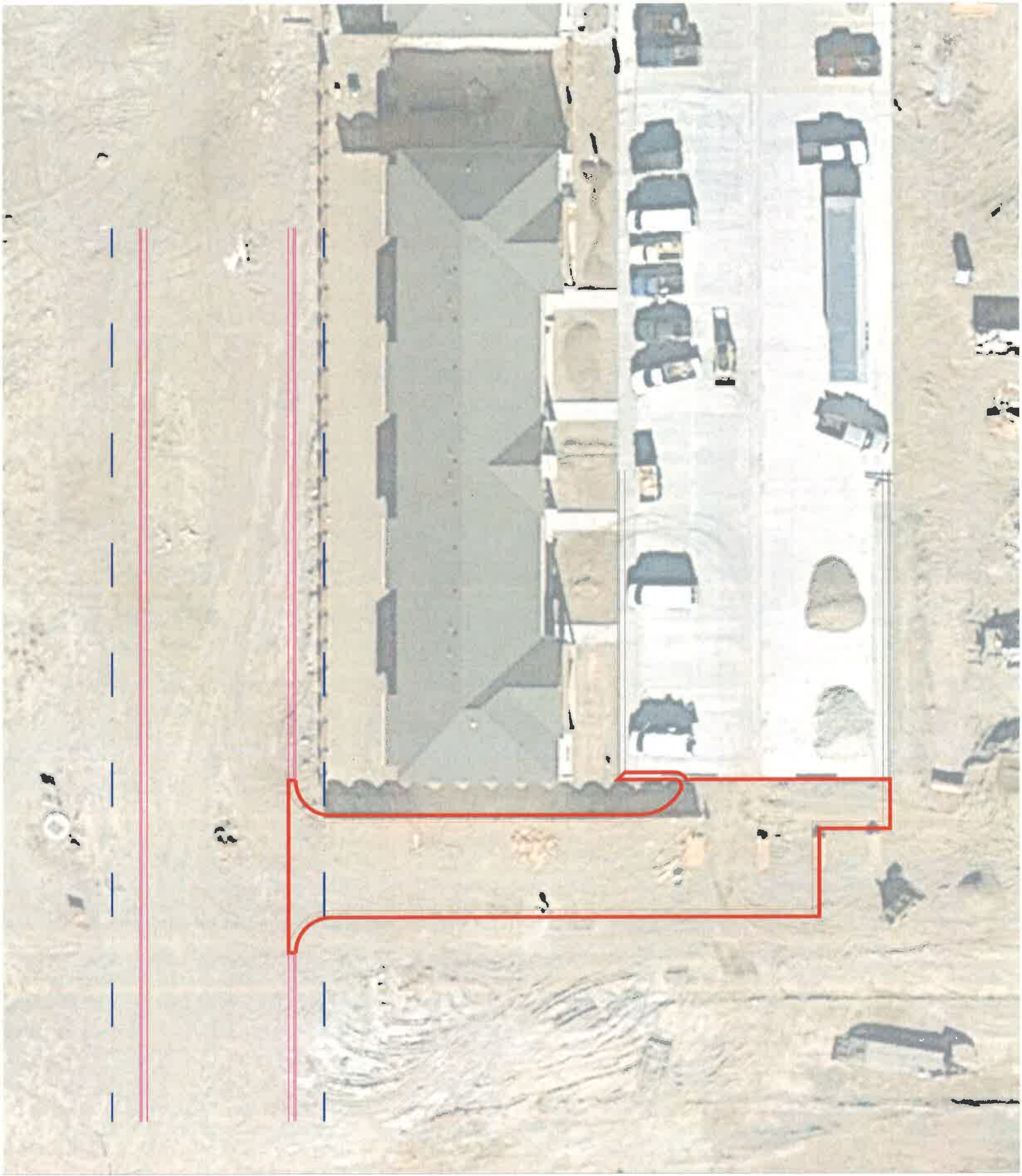

The only disadvantage of improving the circulation in the lot is the net loss of two parking spaces. This may be an acceptable loss as the parking currently being provided of 1.80 spaces per unit (115 parking spaces ÷ 64 units = 1.80) exceeds the zoning code requirement of 1.50 parking spaces per unit and the National Parking Association recommendation of 1.67 spaces per unit (1.50 spaces per unit for 20 one-bedroom units plus 1.75 spaces per unit for 44 two-bedroom units).

In short, one driveway for the 115-space Kiva Apartments parking lot will be more than sufficient for the expected traffic and is preferred to two driveways because of the possibility of through traffic. It is recommended to improve the circulation in the lot by eliminating two dead ends, which will result in the net loss of two parking spaces.

DESMAN appreciates the opportunity to assist Kiva Apartments LLC on this project, and please do not hesitate to contact me if you have questions or concerns regarding the contents in this letter report.

Respectfully Submitted,
DESMAN

Scot D. Martin
Senior Planner



360591

# ADDENDUM TO AGREEMENT PROVIDING FOR CONSTRUCTION OF MONROE STREET

**THIS AGREEMENT** is entered into this 8 day of March, 2016, between the City of Alamosa, Colorado (the "City"), a political subdivision of the State of Colorado, of PO Box 419, Alamosa, CO 81101, and Kiva Apartments, LLC ("Kiva"), a Colorado limited liability company whose address is 237 Broadway Ave., Alamosa to set forth the parties' agreement concerning timing and funding of required street improvements for a secondary standard size street for ingress and egress from Tracts 1 and 2 of the Paterson Subdivision to Monroe Street.

1. Kiva is the successor in interest to Larry Wilcox under that certain Agreement Providing for Construction of Monroe Street executed August 25, 2015 and recorded under Reception No. 360597 of the records of the Alamosa County Clerk and Recorder ("Monroe Agreement") whereby Kiva has provided the City an irrevocable letter of Credit in the amount of $50,000 to be applied to the construction of Monroe Street between 8th and 10th Streets, consistent with the terms of the Monroe Agreement.

2. The same Ordinance No. 7-2012 that provides the requirement to construct Monroe Street as a condition of approval of the Paterson Subdivision and the improvements contemplated thereon that gave rise to the Monroe Agreement also requires construction of a secondary street for ingress and egress from Tracts 1 and 2 of the Paterson Subdivision to Monroe Street.

3. The parties agree that it is not necessary to complete construction of a secondary street for ingress and egress from Tracts 1 and 2 of the Paterson Subdivision to Monroe Street until such time as Monroe Street is constructed pursuant to the terms of the Monroe Agreement.

4. The City has estimated the current cost of construction of pavement, curb and gutter for the secondary standard size street for ingress and egress from Tracts 1 and 2 of the Paterson Subdivision to Monroe Street at $23,500, consistent with the attached location sketch. The parties recognize that this is just an estimate, and that when the secondary standard size street for ingress and egress from Tracts 1 and 2 of the Paterson Subdivision to Monroe Street is constructed, and the $23,500 called for in this Agreement below is applied to that construction, the cost of construction may exceed $23,500.

5. Prior to obtaining a building permit for the additional planned apartment complexes on Tracts 1 and 2 of the Paterson Subdivision, Kiva shall provide the City an additional irrevocable letter of credit in the amount of $23,500 to be applied toward construction of the secondary standard size street for ingress and egress from Tracts 1 and 2 of the Paterson Subdivision to Monroe Street at the same time and in the same manner that the amounts from the irrevocable letter of credit already delivered pursuant to the terms of the Monroe Agreement is applied to the construction of Monroe Street under the Monroe Agreement. The letter of credit shall remain open until November 18, 2030 or until the secondary standard size street for ingress and egress from Tracts 1 and 2 of the Paterson Subdivision to Monroe Street is constructed, whichever comes first, and applied either to the construction or paid over to the City at the end of the period if no construction has occurred.

6. This Agreement will allow the issuance of building permits to Kiva Apartments, LLC, for the remaining two units referenced in paragraph 5, above.

7. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and may not be modified except in writing.

8. This Agreement shall be binding upon the parties and upon their successors and assigns. No third party is intended nor shall be deemed to have acquired any rights or obligations by virtue of this agreement.

CITY OF ALAMOSA

By Josef Lucero, Mayor

ATTEST:

Holly Martinez

Holly Martinez, City Clerk

KIVA APARTMENTS, LLC

By Michael Paterson, Manager

INCORPORATED AUG. 30, 1878
GATEWAY TO THE GREAT SAND DUNES
THE CITY OF
ALAMOSA
ALAMOSA, CO

ALAMOSA
STATE BANK
A Real Community Bank™
**Local Ownership. Local Commitment.**

IRREVOCABLE LETTER OF CREDIT NO 2016-01
AMOUNT NOT TO EXCEED $23,500.00
MARCH 8, 2016

City of Alamosa
PO Box 419
Alamosa, CO 81101

Gentlemen:

We hereby open our Irrevocable Letter of Credit in your favor for KIVA APARTMENTS, LLC, for a sum not to exceed the aggregate of TWENTY-THREE THOUSAND FIVE HUNDRED AND 00/100 ($23,500.00) available by your one or more clean drafts drawn at sight on us, for a period of (1) year, automatically renewable for additional one year terms. Partial and multiple drawings are permitted.

Each draft so drawn must be marked "Drawn under Alamosa State Bank, PO BOX 1098, Alamosa, Colorado, 81101 Irrevocable Letter of Credit Number 2016-01 and be accompanied by signed statement of City of Alamosa, that KIVA APARTMENTS, LLC, has failed to honor their contractual agreement with City of Alamosa.

This credit is subject, so far as applicable, to "The Uniform Customs Practice for Documentary Credits, 2007 Revision, The International Chamber of Commerce Publication No. 400."

We hereby agree with you that all drafts drawn under and in compliance with the terms of this credit will be duly honored if drawn and presented for payment to our main office, Alamosa State Bank PO Box 1098, 2225 Main Street, Alamosa, Colorado 81101.

Alamosa State Bank

Joe Martinez
Assistant Vice President

THE CITY OF ALAMOSA

City Manager's Office
300 Hunt Avenue
PO Box 419
Alamosa, CO 81101
Phone (719) 589-2593
Fax (719) 589-9454

**Certified Mail No.: 7015 1520 0000 6535 9331**

December 2, 2015

Alamosa State Bank
PO Box 1098
Alamosa, CO 81101

Ladies and Gentlemen

The City of Alamosa is in receipt of your Irrevocable Letter of Credit No. 2015-05 on behalf of Kiva Apartments, LLC, in the amount of $50,000. This letter of credit ensures performance under the contract with Larry Wilcox dated August 25, 2015 and recorded under Reception No. 360597 in the records of the Alamosa County Clerk and Recorder. Kiva Apartments, LLC, is the successor in interest to Larry Wilcox under the contract. We have accordingly enclosed the original cancelled Irrevocable Letter of Credit No. 2015-04, which was to ensure performance by Larry Wilcox under that same contract.

Sincerely,

Heather Brooks
City Manager

Enclosure:
Original Irrevocable Letter of Credit 2015-04

cc: Larry Wilcox

ALAMOSA
STATE BANK
A Real Community Bank
Local Ownership. Local Commitment.

IRREVOCABLE LETTER OF CREDIT NO 2015-05
AMOUNT NOT TO EXCEED $50,000.00
November 18, 2015

City of Alamosa
PO Box 419
Alamosa, CO 81101

Gentlemen:

We hereby open our Irrevocable Letter of Credit in your favor for Kiva Apartments, LLC., A Colorado Limited Liability Company, for a sum not to exceed the aggregate of FIFTY THOUSAND AND 00/100 ($50,000.00) available by your one or more clean drafts drawn at sight on us, until November 18, 2030. Partial and multiple drawings are permitted.

Each draft so drawn must be marked "Drawn under Alamosa State Bank, PO BOX 1098, Alamosa, Colorado, 81101 Irrevocable Letter of Credit Number 2015-05 and be accompanied by signed statement of City of Alamosa, that Kiva Apartments, LLC., A Colorado Limited Liability Company, has failed to honor their contractual agreement with City of Alamosa.

This credit is subject, so far as applicable, to "The Uniform Customs Practice for Documentary Credits, 2007 Revision, The International Chamber of Commerce Publication No. 400."

Acceptance of this Irrevocable Letter of Credit Number 2015-05 by you will serve as your acknowledgment that this is the only Letter of Credit outstanding issued by Alamosa State Bank in favor of Kiva Apartments, LLC., A Colorado limited Liability Company to the City of Alamosa.

We hereby agree with you that all drafts drawn under and in compliance with the terms of this credit will be duly honored if drawn and presented for payment to our main office, Alamosa State Bank PO Box 1098, 2225 Main Street, Alamosa, Colorado 81101.

Alamosa State Bank

Joe D. Martinez
Assistant Vice President

ALAMOSA
STATE BANK
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IRREVOCABLE LETTER OF CREDIT NO 2015-04
AMOUNT NOT TO EXCEED $50,000.00
September 15, 2015

City of Alamosa
PO Box 419
Alamosa, CO 81101

Gentlemen:

We hereby open our Irrevocable Letter of Credit in your favor for LAWRENCE WILCOX, for a sum not to exceed the aggregate of FIFTY THOUSAND AND 00/100 ($50,000.00) available by your one or more clean drafts drawn at sight on us, for a period of (1) year, automatically renewable for additional one year terms. Partial and multiple drawings are permitted.

Each draft so drawn must be marked "Drawn under Alamosa State Bank, PO BOX 1098, Alamosa, Colorado, 81101 Irrevocable Letter of Credit Number 2015-04 and be accompanied by signed statement of City of Alamosa, that LAWRENCE WILCOX, has failed to honor their contractual agreement with City of Alamosa.

This credit is subject, so far as applicable, to "The Uniform Customs Practice for Documentary Credits, 2007 Revision, The International Chamber of Commerce Publication No. 400."

Acceptance of this Irrevocable Letter of Credit Number 2013-04 by you will serve as your acknowledgment that this is the only Letter of Credit outstanding issued by Alamosa State Bank in favor of LAWRENCE WILCOX to City of Alamosa.

We hereby agree with you that all drafts drawn under and in compliance with the terms of this credit will be duly honored if drawn and presented for payment to our main office, Alamosa State Bank PO Box 1098, 2225 Main Street, Alamosa, Colorado 81101.

Alamosa State Bank

Danielle Van Veghten
Assistant Vice President

**RESOLUTION No. 23-2012**

**A RESOLUTION APPROVING THE FINAL PLAT OF THE PATERSON SUBDIVISON OF A PORTION OF THE WASHINGTON SUBDIVISON, CITY OF ALAMOSA, ALAMOSA COUNTY, COLORADO**

**WHEREAS,** the owners of the subject property, lying generally south of West 8th Street and east of Monroe Avenue, City of Alamosa, Colorado have requested that the final plat of this property as depicted on the attached exhibit A be approved, and

**WHEREAS**, whereas the requested plat is in accordance with the Alamosa Code; and

**WHEREAS,** this plat is in line with other platted properties within this area; and

**WHEREAS,** no city infrastructure is necessary to serve the proposed lot; and

**WHEREAS,** the Planning Commission of the City of Alamosa has recommended that this subdivision approved;

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALAMOSA, COLORADO** that the Paterson Subdivision of a portion of the Washington Subdivision, City of Alamosa, State of Colorado as depicted on exhibit A, be approved.

**ADOPTED** this 18th day of July, 2012.

CITY OF ALAMOSA

By: ______________________________
Kathleen J. Rogers, Mayor

ATTEST:

______________________________
Judy A. Egbert, City Clerk

## AGREEMENT PROVIDING FOR CONSTRUCTION OF MONROE STREET

**THIS AGREEMENT** is entered into this 25 day of August, 2015, between the City of Alamosa, Colorado (the "City"), a political subdivision of the State of Colorado, of PO Box 419, Alamosa, CO 81101, and Lawrence Wilcox ("Wilcox"), of PO Box 1002, Alamosa, CO 81101, to set forth the parties' agreement concerning timing and funding of required street improvements for Monroe Street between 8th and 10th Streets in Alamosa, Colorado.

1. Wilcox was the owner of land platted as the Paterson Subdivision at the time of that platting in 2012. Wilcox has sold Tracts 1 and 2 of the Paterson subdivision to Kiva Apartments, LLC, and they have been developed with two apartment buildings out of a planned four apartment buildings.

2. Wilcox currently owns all of the remaining undeveloped property fronting Monroe Street between 8th and 10th streets other than a small portion fronting the northern portion on the west side, which is already developed.

3. Wilcox participated in the process for the Kiva Apartments property described above that resulted in (1) Resolution 23-2012, re-platting the platted lots into three tracts (two created with the subdivision and a remaining larger tract out of which they were created); (2) Ordinance No. 7-2012, approving a rezoning of the subject property from residential medium and commercial business to residential high.

4. Ordinance No. 7-2012 was passed with the condition that a "standard size street for ingress and egress is added on Monroe Street and the developer is responsible for the development of the east side of Monroe Street." (Minutes of July 18, 2012 meeting).

5. At the time Resolution 23-2012 and Ordinance No. 7-2012 were passed, it was not possible to construct Monroe street fronting the Paterson Subdivision, as a portion of the right of way was owned by a third party.

6. The Parties agree that it is not reasonable to construct one-half of Monroe Street between 8th and 10th streets on a stand-alone basis, but that provision should be made for the construction of one-half the street fronting the Paterson Subdivision at the time construction of the entire stretch of such street becomes necessary, consistent with the limitations contained in the passage of Ordinance No. 7-2012.

7. The City has estimated the current cost of construction of pavement, curb and gutter for the one-half of Monroe Street fronting Tracts 1 and 2 of the Paterson Subdivision at $50,000. The parties recognize that this is just an estimate, and that when Monroe Street between 8th and 10th Streets is constructed, and the $50,000 called for in this Agreement below is applied to that construction, the proportionate share of the Paterson Subdivision Monroe frontage may exceed $50,000.

8. By October 1, 2015, Wilcox shall provide to the City, at Wilcox's option, either (1) cash in the amount of $50,000 to be held by the City in a separate account to be applied to the cost of construction of Monroe Street at such time as Monroe Street between 8th and 10th may be constructed, with any interest earned on the account to be used for such construction; (2) an irrevocable letter of credit from a bank, to be held for a minimum of 15 years or until Monroe Street between 8th and 10th is constructed, whichever comes first, and applied either to the construction or paid over to the City at the end of such 15 year period if no construction has occurred; or 3) a performance bond in the amount of $50,000 to be held for a minimum of 15 years or until Monroe Street between 8th and 10th is constructed, whichever comes first, and applied either to the construction or paid over to the City at the end of such 15 year period if no construction has occurred.

9. The City may, on its own or in conjunction with the development of a subdivision improvement district or other funding mechanism allowed by law, construct Monroe Street between 8th and 10th Streets at any time, and apply the funds referenced above to such construction.

10. Unless otherwise constructed by the City, Wilcox will be responsible for construction of Monroe Street between 8th and 10th, and the funds referenced above made available to and applied to such construction, on the occurrence of development of any of the property fronting Monroe Street owned by Wilcox identified as Assessor's Parcel No 541309424011 and described as a fraction of Blocks 220-221-226-231-232-225, 227 and 230, and containing a fraction of vacated Park street, in the Washington Addition to the City of Alamosa, containing 18.22 acres, more or less, and fronting Monroe Street to a depth of 372 feet on the east side of the street, or any of such property fronting Monroe Street on the West side of

the Street.

11. This Agreement will allow the issuance of building permits to Kiva Apartments, LLC, for the remaining two units referenced in paragraph 1, above.

12. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and may not be modified except in writing.

13. This Agreement touches and concerns the property owned by Wilcox described in paragraph 10, above, and shall be binding upon Wilcox, his successors, and assigns, with respect to the future development of that property.

14. This Agreement shall be binding upon the parties and upon their successors and assigns. No third party is intended nor shall be deemed to have acquired any rights or obligations by virtue of this agreement.

CITY OF ALAMOSA

By Josef Lucero, Mayor

ATTEST:

Holly Martinez

Holly Martinez, City Clerk

Lawrence Wilcox

Lawrence Wilcox

INCORPORATED AUG. 30, 1878
GATEWAY TO THE GREAT SAND DUNES
THE CITY OF
ALAMOSA
ALAMOSA, CO

360597 8/27/2015 9:17 AM Melanie Woodward
4 of 4 AGMT R$26.00 D$0.00 Alamosa Cnty Clerk

## Patrick Steenburg

**From:** Heather Brooks
**Sent:** Thursday, May 05, 2016 10:53 AM
**To:** All_City Councilors
**Cc:** Erich Schwiesow; Patrick Steenburg; Holly Martinez
**Subject:** FW: Development Items
**Attachments:** Paterson Final Plat Res.docx; Paterson Prelim Plat.doc; Paterson Final Plat Res.docx; july52012.pdf; May 23-13 PC Minutes.doc; 8 st apartment plan_20130916113829.pdf; 2012 07 18 mts.pdf; FW: Construction Work

Hello,

I am forwarding some of the information that has been historically discussed related the Patterson Apartments on 8th and Monroe. You will quickly glean that this was a messy issue from the beginning. That said, we tried to get it tightened up to ensure the intent of Council was met. We held an executive session on July 16, 2014 where we reviewed the strategy to secure the interest in Monroe Street. During that meeting we indicated that we would not issue a building permit for the second phase of the apartment complex until a letter of credit or some other sort of financing was provided that would ensure the developer is paying for that portion of Monroe when it gets built. They are only responsible for the eastern portion of Monroe and we do not like to build ½ streets. We secured that letter of credit and allowed the building permits to move forward. We do not create minutes from executive sessions and we do not have the recording. While this is unfortunate, it is clear from a review of all the e-mails that transpired before and after the executive session that the direction was to secure a letter of credit, not build the street. In order to build the street, the City would have needed to include it as a project in the CIP, which it is not included.

Thanks,

Heather

---

**From:** Heather Brooks
**Sent:** Wednesday, October 09, 2013 11:24 AM
**To:** All_City Councilors
**Cc:** All_Department_Heads
**Subject:** FW: Development Items

fyi

Heather

---

**From:** Heather Brooks
**Sent:** Wednesday, October 09, 2013 11:05 AM
**To:** Charlie Griego
**Cc:** Don Koskelin; Patrick Steenburg
**Subject:** Development Items

Hi Charlie,

I've looked into the development issues you have raised more fully. I'm also going to forward the information related to the Paterson Apartments to the full Council since this will potentially be an on-going discussion.

**Martinez Duplex on Eleventh**

Don took me out to the site on the 16th. The property looks very rough and it is clear that the whole project will definitely need additional infrastructure in order to proceed. They have placed gravel on the road, but it is still very rough out there. Don is working with Mr. Martinez's daughter, Ms. Schultz, on the annexation agreement. It is my understanding that the items that need to be completed are agreed upon, but that the timing of the improvements still needs some work. We cannot move forward until the annexation agreement is complete. Based on what you have shared, Mr. Martinez is under the impression that all he had to do was put down the gravel. Unfortunately, that is not accurate.

**Paterson Apartments at 8th & Monroe**

I've attached the minutes from P&Z, Don's staff communication, the final plat resolution, the project plan, and the City Council minutes. What stands out to me is that staff's recommendation and P&Z's recommendation was that the plat and rezoning be approved and that any future development would trigger the Monroe Street issue. When Council addressed the two issues, the approved the plat (see resolution portion that says "no city infrastructure is necessary to serve the proposed lot") was approved without any conditions. When Council approved the rezoning, it added the stipulation that a standard size street for ingress and egress is added on Monroe Street and the developer is responsible for the development of the east side of Monroe Street. Normally these types of stipulations would be included as a condition of a subdivision improvement plan and not part of the zoning of the property. We did not have such a plan and we did not require a performance bond for the future improvements. Don and I plan to sit down with the developer and explain what Council's direction was and that we will not be issuing any more building permits until we have the appropriate performance bond or guarantee on file. We are also moving forward with our discussions with the property owner on the SW corner of Monroe and Eighth to purchase the needed ROW. I do want to make sure everyone understands that the developer did not change his design or rotate the buildings in order to avoid having to include improvements to Monroe. Also, there is a chance that upon further review, staff may agree with the developer that it does not make sense to have an egress and ingress onto Monroe. Should this happen, staff would bring the issue back before Council for their consideration, but this would not change the developer's responsibility for improvement of ½ of Monroe.

Heather

ALAMOSA CITY COUNCIL
Wednesday, July 18, 2012
Minutes of the Meeting

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

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

CITIZEN COMMENT

A. Audience Comments

AJ Web from The San Luis Valley Prevention Coalition presented City Council with a Certificate of Appreciation.

Leon Moyer spoke against the fire ladder truck and the recycling contract with Blue Star Recyclers.

Dan McCann commented on the heat and trees.

Jan Oen thanked Council for her appointment to the redistricting task force, thanked staff for their help and encouraged them to adopt the proposal.

B. Follow-Up

CEREMONIAL ITEMS

A. Proclamation ASU Cross County and Track & Field Teams

Mayor Rogers presented Coach Martin from ASU with the proclamation.

CONSENT CALENDAR A. It was moved by Councilor Gillaspie and seconded by Councilor Lucero to approve Consent Calendar A as presented. The motion carried unanimously. Items
B. 1. a. Appoint Matthew Abbey to the Recreation Advisory Board for a term to expire 6-1-13.
C. 2. a. Receive June I 2012 Expenditure Report
C. 7. a. Approve Minutes of Regular Meeting May 2, 2011
C. 8. a. Receive June 2012 Monthly Report

REGULAR BUSINESS

A. Presentations from Outside Agencies

1. Friends of Engine 169. Chuck Proudfoot and Jim Poston gave a presentation on the history of Engine 169 and the plans for the future.

VII. Regular Business

C. Business Brought Forward by City Staff

1. Public Works

a. Paterson Final Plat

1. Public Hearing

Mayor Rogers opened the public hearing at 7:51 p.m. and asked for those wishing to speak on this issue.

Jerry Archuleta and Aaron Chavez expressed concern about the congestion and the safety with one entrance and exit.

Leon Moyer expressed concern on the traffic flow and it would better to have the access on $10^{th}$ street.

Dan McCann stated nothing is going to be perfect and it will better than it is right now.

Greg Goodwin addressed the following points:

- Monroe Street cannot be connected as a street at this time because the current owner does not own the property all the way to Monroe Street.
- There is future planning for infra structure on Monroe which means if curb and cutter were put in now it would have to be torn up when the infra-structure is put in.
- Planning Commission was in favor on going on West $8^{th}$ instead of West $10^{th}$ at this time.
- It is not feasible to connect to Adams Street because of the distance.

Mike Paterson explained the development is 1 and 2 bedroom apartments.

Nathan Cherpeski clarified that the property owner is responsible for the improvements on the frontage road.

Council expressed concerns on having one entrance and exit from the complex.

Erich Schwiesow explained the Resolution approves the replat of the two tracts,not the design of the project.

Mayor Rogers closed the public hearing at 8:38 p.m.

1. Resolution No. 23, 2012, A Resolution Approving the Final Plat of the Paterson Subdivision of a Portion of the Washington Subdivision, City of Alamosa, Alamosa County, Colorado

It was moved by Councilor Griego and seconded by Councilor Johnson to table Resolution 23, 2012 and send it back to Planning Commission. The vote was ayes two (2) Greigo and Johnson, nayes five (5) Tuggle, Gillaspie, Romero, Lucero and Rogers. The motion failed.

It was moved by Councilor Tuggle and seconded by Councilor Romero to approve Resolution No. 23, 2012. The motion carried unanimously.

b. Public Hearing, Ordinance No. 7, 2012, An Ordinance Re-Zoning Tract 1 Of The Paterson Subdivision Lying Generally South of West Eighth Street and East of the Proposed Monroe Avenue As Portrayed On the Attached Exhibit A, In the City of Alamosa Colorado From Residential Medium (RM) and Commercial Business (CB) All To Residential High (RH)

Mayor Rogers opened the public hearing at 8:50 p.m. and asked for those wishing to speak on this issue.

Leon Moyer expresses concern on passing the resolution without the stipulations.

Mayor Rogers closed the hearing closed at 8:51 p.m.

It was moved by Councilor Tuggle and seconded by Councilor Lucero that Ordinance No. 7, 2012 be finally adopted with the stipulation a standard size street for ingress and egress is added on Monroe Street and the developer is responsible for the development of the east side of Monroe Street. The motion carried unanimously.

c. Electronic Recycling Contract with Blue Star Recyclers

Bill Morris CEO of Blue Star Recyclers explained the partnership with WSB establishing a electronics recycling operation in Alamosa serving the entire San Luis Valley and working with Blue Peaks Development Services to hire their clients to disassemble and sort parts for recycling.

It was moved by Councilor Griego and seconded by Councilor Tuggle to approve the contract for services with Blue Star Recyclers in the amount of $13,178.00. The motion carried unanimously.

2. City Clerk/Municipal Court

b. Receive Redistricting Task Force Report and Give Direction for Next Action

Judy Egbert presented background on how the Task Force came up with the redistricting recommendation.

It was moved by Councilor Johnson and seconded by Councilor Romero to accept the proposed redistricting plan and directed staff to prepare an ordinance for consideration at a future meeting. The motion carried unanimously.

6. Fire

a. Requested to Begin Process to Replace Existing Fire Ladder Truck in 2012

Don Chapman gave a background on why the ladder truck needs to be replaced.

It was moved by Councilor Griego and seconded by Councilor Lucero to direct staff to begin the process to replace existing fire ladder truck in 2012. The motion carried unanimously.

8. City Manager/Legal

b. Review of Request for Results Budget Process

It was moved by Councilor Tuggle and Seconded by Council Romero to approve the request to proceed with the budget process with an additional category for community well-being, security and stability. The motion carried unanimously.

E. Committee Reports

Councilor Lucero reported on the DRG meeting

Mayor Rogers reported on Council of Governments meeting.

F. Staff Announcements

Nathan Cherpeski reported on the work on Cascade. Final payment for the city hall has been published. The progress on the skate park and the stop signs at State and 11th have been removed.

COUNCIL COMMENT

Councilor Lucero asked about the process on making Richardson a two way street. Nathan Cherpeski explained it was being considered in the 2014 budget.

Councilor Johnson thanked the redistricting task force and staff for all their work.

Councilor Tuggle thanked the redistricting task force and staff and commented on how great the Air Show was.

Councilor Griego thanked the School Board for their decision to keep Boyd a school.

Councilor Gillaspie commented on how nice the new street looks around City Hall.

Mayor Roger presented Councilor Greigo and Councilor Johnson with plaques showing they had reached the first level in CML's Elected Official Leadership Training Program.

ADJOURNMENT. The meeting adjourned at 10:18 p.m.

Vickie L. Gardner
Vickie L. Gardner, Deputy City Clerk

Kathleen J. Rogers
Kathleen J. Rogers, Mayor

City of Alamosa
Planning Commission
July 5, 2012
6:00 p.m.
Minutes of the Meeting

The regular meeting of the Planning Commission was called to order on the above date at 6:10 p.m. by Chair Mark Manzanares. Present were the following members: Farris Bervig, Debbie Clark, and Robert McWhirter and Shirley White. Excused: Don Martinez. A quorum was declared. Staff present: Don Koskelin, Harry Reynolds and Julie Scott.

Barb Kruse was introduced as the new Planning Commission member to represent Ward 1.

Harry Reynolds was introduced as the new Building Official and Zoning Administrator.

**Agenda Approval: M/S/C.** White, McWhirter. Motion was made to approve agenda with the following change: The request of Eddie and Joan Lopez for a Permitted Use by Special review to allow a single family dwelling in a Commercial business zone was withdrawn by the applicant. This item was removed from the agenda. (Unanimous)

**Approval of the Minutes: M/S/C.** White, Clark. Motion made to approve the minutes of May 23, 2012 meeting as presented. (Unanimous)

**Regular Business-** Conduct public hearings

Note: Minutes are not verbatim due to technical difficulties.

Zoning Issues: None received.

Planning Issues:

The request of Michael Paterson for approval of a final plat. The property affected is a fraction of Blocks 221 and 226 and a fraction of vacated Park Street, Washington Addition, City of Alamosa, north ½ of the S.E. ¼, Section 9,Township 37 North, Range 10 East, N.M.P.M.

The public hearing opened at 6:13 p.m.

Manzanares: Please step forward and state your name and address.

For the record all adjacent property owners were notified of the public hearing.

Michael Paterson, 237 Broadway, Alamosa spoke on behalf of the request.

Staff stated that the requirements made after preliminary plat review had been met.

Bervig requested clarification on the alignment of Monroe St. and how this would affect the project.

The north end of Monroe Ave. would require a right of way dedication from the adjoining property owner. This would be a separate action from this plat.

Monroe Ave. would be built through to the south from 8th St. to 10th St. to allow legal development of the adjoining properties. Mr. Wilcox the owner of the property is aware of this requirement.

**M/S/C**. White, Clark. Motion made to recommend approval of the final plat with the following condition being noted: The property owner, not the applicant, is responsible for the improvements to be made to Monroe Ave. The property affected is a fraction of Blocks 221 and 226 and a fraction of vacated Park Street, Washington Addition, City of Alamosa, north ½ of the S.E. ¼, Section 9,Township 37 North, Range 10 East, N.M.P.M. (Unanimous)

The applicant was informed the recommendations would be heard by City Council at the July 18th meeting at 7:00 pm. or shortly thereafter.

**Other Business**: Staff has procured a series of videos regarding Planning Commission and Zoning Board of Adjustment that the Zoning Administrator is reviewing and will schedule a time for the commission to view them.

Staff also updated the commission on the following:

- stop sign changes discussed at various locations with the first change to be 11th. St. and State Ave.)
- the closing of the yard waste drop off sites and subsequent home pick up
- the lack of landscaping at the Sun Edison solar array project along Clark St.

After no further business, the meeting adjourned at 6:30 p.m.

Respectfully submitted,

Julie Scott

Julie Scott
Recording Secretary

City of Alamosa

Planning Commission

May 23, 2012

6:00 p.m.

Minutes of the Meeting

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

**Agenda Approval: M/S/C.** Clark, Bervig. Motion was made to approve agenda with the following change: under Other Business add distribution of Development Standards information. (Unanimous)

**Approval of the Minutes: M/S/C.** McWhirter, Clark. Motion made to approve the minutes of April 25, 2012 meeting as presented. (Unanimous)

**Regular Business**- Conduct public hearings

Zoning Issues:

The request of High Country Builders, Inc. for a variance from the required front yard setback of 25 ft. to four feet. The property affected is Lots 14-17, Block 101, Lakeview Subdivision, City of Alamosa, Alamosa County, also known as 1122 Alamosa Ave.

The public hearing opened at 6:02 p.m.

White: Is there someone to speak for High Country Builders? Could you take the mic and state your name and address for the record.

Mr. Tucker approached the commission and distributed additional information on the proposal.

Tucker: Tom Tucker, Hi Country Builders, 4999 County Rd. 107 S. First off, I want to apologize for not being here last month. This isn't a variance for the building, the square footage. On the hand out the total square footage is 4,512 sq. ft. and it will be under what is allowed .The property is zoned properly for four units, that is allowed. We want to turn the building south instead of west for solar gain. We would comply for the 25 ft. from the alley. The only reason we are requesting this is there is 125 ft. of vacant property an easement, in front of each lot on the east side of Alamosa Ave. to maintain but not build on. Don can fill you in as why there is an easement in front. I was told there was an old irrigation ditch or something like that at one time. There are detached garages on each side of the property adjoining and barracks type apartments across the street for migrant workers. The lots been vacant and we would like to put some nice units with garages and get it on the tax rolls.

White: Is there anyone else that would like to speak for this? Anyone that would like to speak against? We will close the public hearing. Any questions from the Commission?

Tucker: Let me add one more thing; if we face them to the west there will be entrances that will be shaded by the garages and will live all here long enough we try not to have any shade on the north side. If they are facing south there will be a large picture windows in each unit and that really helps with solar gain. I build them very air tight. The apartments that I have built with this type of layout, the energy bills run $40-50 monthly. The solar gain is the sole reason we want to do this it's for energy efficiency.

The public hearing closed at 6:07 p.m.

Bervig: I would like to hear some comments from our Public Works Director on the tightness of this entire area.

Koskelin: In my recommendation I mentioned that the frontyard setback variance from 25 ft. to 4 ft. is fairly severe. He is also correct that there is a right of way, not an easement, adjacent to these properties that is very large and he is correct you can put a four plex in an area zoned residential medium. The point I'm trying to make is the need for a variance would be lessened if they weren't trying to put four units. There is a barracks type apartment built long ago across the street but most recent development in the area has all been single family homes. Is a four foot setback reasonable when the other adjacent property owners have all maintained a twenty foot setback? That doesn't answer the question. I'm thinking it's a little more severe that it needs to be. That's a judgment call and that's why you folks are here.

Bervig: Is there a compromise?

Koskelin: It could be dropped back to a three plex. That would totally negate the requirement any kind of need for a variance or it would be a lot less. Can the units be moved back to the east and then a rear yard variance may be needed. I would rather it encroach on the rear than the front. It is an unusual site; it has the unused right of way on the west of the properties; it's up to you. We don't know what is going to happen with that right of way in the future and if we do the four feet you are restricting any future development on that right of way. Maybe such a thing as a road where the storm line is and have double frontage lots on Alamosa. If we do the four feet you are restricting any future development of that right of way that's what I'm. There's two ways, move the project further to the east and grant variances or reduce the number of units that are allowed.

Bervig: One other question, you have 25 ft. on the east and four ft. on the west - is that 25 ft. necessary on the east?

Koskelin: There an alley back there. By code 25 ft. setback is required, is there some physical reason it is necessary, no. The garages are going to be accessed from the south not the east.

Bervig; That is why I asked about the compromise. Could you grab ten ft. and move it around?

Koskelin: Grant a rear yard variance from 25ft. to 10ft. that will pick up 15 on the front. Ten ft. on the rear and 19 ft. on the front. That's an option. Perhaps and then you would be encroaching on the rear yard setback. Again

McWhirter: Would that infringe on the possible development on the west side. Would that enhance that.

Koskelin: It would make it much more possible than a four ft. variance.

Bervig; A question for Tom, three units versus four, what is your perspective?

Tucker: We wanted to utilize the lot with the maximize square footage allowed by code that's under the 35%. This would still be under the allowed lot coverage by 738 sq. ft. as the print out shows. With the investment of all the infrastructure we will put in. It won't look as crowded with the 125 ft. vacant land. I don't think with the property owners who have to maintain that easement.

Bervig: What does it mean you can't build on it?

Koskelin: It is a right of way, not an easement there is a difference. As long as it remains a right of way you cannot build on it. Who's to say it will remain a right of way.

Maintaining a 125 ft. strip of vacant property for no purpose doesn't strike me as a reasonable thing to do.

Tucker: Do you know why it was established?

Koskelin: If you go back and look at the original plat, apparently there was a plan to put in some Section 8 housing there. That was set aside for a parking lot. The way it was supposed to be developed was series of apartment buildings and a parking lot. Why it was dedicated to the city, I don't know, I suspect so we would have to maintain the parking area. At the time, the City also ran the Section 8 housing program.

Tucker: As you see from the aerial photo, all the houses comply with the 25 ft setback,plus the 125 ft. right of way. The property owners maintain it, keeping the weeds down and have long driveways. Council lady Tuggle lives first house to the north. The fence is on the property line. We thought it would be less intrusive and we could put up a wood privacy fence along the front. It would be one driveway access and tenants would enter the garages from the south. They would be energy efficient furnished apartments, washer, dryers, and full garages. There is a need for that type of rental units with garages.

Bervig: How about if you took ten ft. off the east side and made the other side 14 ft.?

Tucker: That would work.

Clark: Are they two story?

Tucker: No, they are one story.

Clark: So they would fit in with the rest of the neighborhood?

Tucker: Yes, definitely.

Clark: Did any neighbors call?

Tucker: Richard Tuggle is here, the property owner to the north and has no compliant.

For the record, all adjacent property owners were notified of the public hearing. There were no calls regarding the request.

McWhirter: The privacy fence would be on the west?

Tucker: Yes, we could do that the depth of the building.

Bervig: Does that complicate anything for us Don?

Koskelin: Short answer to your question, no it doesn't. If you look at our zoning code the reasons for granting a variance, one reason you will not see in there is to maximize profit or return on investment. Going down to three units to me still leaves plenty of usefulness of the lot. All the rest of the lots are developed as single units. Moving units back to the east would certainly be better than what they have proposed, but I still maintain by our Code there is not a good reason for granting the variance they need to put four units on there. We have density and lot coverage, setbacks addressed in the zoning code and as Mr. Tucker mentions they comply except for the setback. I don't think this lot is of that unusual of a configuration that it can't be reasonably developed. The three units would be reasonable. This is your call though.

McWhirter: What is the square footage of each unit?

Tucker: 816ft., 24 by 34. If this is vetoed, we could face them to the west and be under compliance with the four units based on the square footage, is that correct Don?

Koskelin: Again there are a number of requirements, from the standpoint of lot coverage, yes. As long as you met the 25 ft setback. I'm not sure if you would meet the sideyard setbacks.

Tucker: It's 8 ft. on the side we would meet that with the four units based on the square footage. We wouldn't have the quality of structure that we want and the snow removal would be an issue but the 25 ft. would comply and the sideyard would. If we face to the west it would meet setbacks.

White: There's no possibility that you make them a bit bigger?

Tucker: No. We'd have to make them 3 bedroom. I have a waiting list on 2 bedroom on the apartments on Shone St. and I prefer to build 2 bedroom. My clientele is mostly professional single people, doctors, attorneys. The second bedroom is usually an office or guest room.

White: Okay, any other comments? Questions?

McWhirter: What are your landscaping ideas?

Tucker: Xeriscaping, the soil conditions are not the best out there. There is a lot of wind. We could put in trees, shrubs, use a drip line for irrigation.

Clark: The exterior would be?

Tucker: Lap siding or stucco- it has not been determined. Two x 6 foam walls. We install high efficiency furnaces. The tenants pay utilities.

Bervig: If you turn this a quarter turn one of the things the Commission has to look at is setting precedence. Do you have any real objection to making that quarter turn?

Tucker: Sure. We could go tomorrow and get a building permit for the same size.

Koskelin: Just for a point of fact, on the drawing the building is 96 ft., the way you measure it. If you turn it and that's a 100 ft., leaving a two foot setback north and south and that's not enough. That's what I'm coming up with. Unless my math is wrong. It's east west is125 ft. deep by 100 ft. according to the drawing we were just given.

Tucker: That is a typo, my error- it is 125 ft.

Bervig: So he's putting in a 96 ft. in a 125 ft. Does that meet setbacks?

Koskelin: Yes, then he does.

White: The original drawing shows 125 ft. by 125 ft. Is there a motion?

McWhirter: We center it or take out a unit and make three.

Bervig: It's tremendous use of stale vacant land. Based on the conversation, I recommend make that 1/4 turn with the project and it make setback and a profitable operation I move we approve it.

White: We have to go on what was turned in.

Koskelin: If that's what you are recommending, Farris and he chooses to change the orientation, it's up to the applicant to meet it. Simply deny the variance then he doesn't need any further action from the commission. You have to approve or deny the variance request.

Clark made the motion to recommend the applicant drop to three units and then withdrew the motion.

Koskelin: Again, I don't think it's the Zoning Board's job to tell the applicant how to be in compliance. If you don't want to approve the variance or deny the variance how the applicant chooses to come into compliance and his best business interest is up to him.

Planning Commission sitting as the Zoning Board of Adjustments made the following motion.

**M/S/C.** McWhirter, Bervig. Motion to deny the variance as submitted. The property affected is Lots 14-17, Block 101, Lakeview Subdivision, City of Alamosa, Alamosa County, also known as 1122 Alamosa Ave. (Three yeas, one nay.)

The applicant has the option to move the units, reduce the number, reconfigure the layout.

Next item:

<u>The request of Sean and Karen Studer for a variance from the required front yard setback of 25 ft. to four ft. and side yard setback of 25 ft. to 20 ft. The property affected is Lots 16 & 17, Alamosa Addition I, Block 16, City of Alamosa , Alamosa County also known as 209 San Juan Ave.</u>

The public hearing opened at 6:29 p.m.

White: There is someone here to speak for the request? Please state your name and address for the record.

Studer: Sean Studer, 288 Animas View, Durango, CO. My Mom lives at 209 San Juan. Basically this home was built in 1882. To repair it, we would have to basically rebuild it from the foundation up. What we came up with is if we can put two modular homes then she could live in one and the other would be rented to finance what we want to do. Mr. Koskelin and he measured the adjacent homes and they measure 20 ft. and that would work fine.

White: Is there anybody that would like to speak for this? Against? We will close the public hearing.

The public hearing closed at 6:30 p.m.

Bervig: Don, on your memo you say 25 ft. to 4ft. Now he is suggesting something else?

Koskelin: If you read down a bit more, I feel it would be reasonable to require the 20 ft. front yard setback be maintained and leave a 9 ft. rear setback variance. Front yard setbacks typically have more of an impact on neighboring properties than rear yard.

Studer: The only thing is when I made the sketch I was working on the four ft. As long as I keep in that? We haven't bought the homes yet.

Koskelin: As long as you don't exceed those variances.

Clark: You are buying two separate modulars?

Studer: Yes and adjoin them to make a duplex. Make it look nice and go with xeriscaping in the front.

White: There will be parking?

Studer: The whole double lot is open.

McWhirter: I think the 20 ft. front will mesh well with the other houses. The back alley, the driveway can they leave it gravel for parking?

Koskelin: Yes.

Bervig: The 41/2 ft. from the front property line what will be the new distance for these new buildings. is not what will it be?

Koskelin: Twenty ft.

Clark: I think it will be a nice addition to the neighborhood, an improvement.

All adjacent property owners were notified of the public hearing.

M/S/C. Clark, McWhirter. I make the motion to approve the variance requiring the 20 ft. setback on the front and nine ft. on the rear yard. property affected is Lots 16 & 17, Alamosa Addition I, Block 16, City of Alamosa , Alamosa County also known as 209 San Juan Ave. (Unanimous)

Planning issues:

The request of Sean & Karen Studer for a permitted use by special review to allow a multi-family dwelling (duplex) in a Commercial Business zone. The property affected is Lots 16 & 17, Alamosa Addition I, Block 16, City of Alamosa , Alamosa County also known as 209 San Juan Ave.

The public hearing opened at 6:36 p.m.

Studer: Sean Studer, 288 Animas View, Durango, CO. It is zoned commercial business we need a rezone to allow this kind of building. It is a residential area but its zoned commercial.

White clarified to the applicant that the request was not a rezone but a permitted use by special review to allow a multi-family dwelling in a commercial business zone.

There were no further questions, the public hearing closed at 6:38 p.m.

**M/S/C.** McWhirter, Clark. Motion made to recommend approval of the request of Sean & Karen Studer for a permitted use by special review to allow a multi-family dwelling (duplex) in a Commercial Business zone. The property affected is Lots 16 & 17, Alamosa Addition I, Block 16, City of Alamosa , Alamosa County also known as 209 San Juan Ave. (Unanimous)

Staff explained to the applicant that the variance has been approved by the Planning Commission sitting as the Zoning Board of Adjustments.

The recommendation from Planning Commission for the permitted use by special review must go to City Council for final approval. It will be heard as a consent calendar item on June 27, 2012 at 7:00 p.m. Council does have the option to pull it from the calendar for discussion.

Next item:

<u>The request of Regas Chefas for review of a final plat. The property affected is River Trece II, Phase 4, located in the SE ¼ of Section 32, Township 38 North, Range 10 East, N.M.P.M. City of Alamosa, Alamosa County.</u>

The public hearing opened at 6:39 p.m.

White: Please step forward and state your name and address.

Russell: Dan Russell, 6820 Hwy 17, Alamosa. I am here to represent Regas Chefas on behalf of this action. River Trece is a multi phased subdivision that was previously approved in its preliminary form and this is the Phase 4 representing a series of lots. It is all residential property, the northern lots are fairly large and the lots taper down towards the southern edge of the project. You should have a copy of the map in front of you. I will entertain any questions.

White: Is there anyone else here to speak on behalf of this request? Anyone against? We will close the public hearing and discuss.

The public hearing closed at 6:40 p.m.

Koskelin: In my recommendation, the developer needs to understand that a subdivision improvement agreement must be submitted before it goes to Council on the 27th. Draft subdivision agreements in the future will come to you for review. He has done those before, if he needs a sample I will get that to him. I do ask also on the plat that the signature block be corrected to read dedicate to public use utilities easement and rights of way and the other elements in my recommendation.

Russell: No problem.

White: Any other questions?

Bervig: The subdivision improvement agreement covers the infrastructure, roads. They haven't got to that level yet.

Koskelin: They know where the streets will be. What we need to know is costs so the City has assurances it will be completed in the form of a bond or an escrow account that the improvements will be completed.

Russell: We've retained Reynolds Engineering to design and are in contact with contractors regarding costs for infrastructure improvements. We understand what is required and will have that done before the council meeting. This is a larger phase then he has done for a while.

**M/S/C**. Bervig, Clark. Motion made to recommend approval of the final plat as presented subject to acceptance of the subdivision improvement agreement. The property affected is River Trece II, Phase 4, located in the SE ¼ of Section 32, Township 38 North, Range 10 East, N.M.P.M. City of Alamosa, Alamosa County. (Unanimous)

Next item:

The request of Michael Paterson for review of a preliminary plat and a rezone from Commercial Business and Residential Medium to Residential High Density to allow multi family dwellings. The property affected is a fraction of Blocks 221 and 226 and a fraction of vacated Park Street, Washington Addition, City of Alamosa, north ½ of the SE ¼, Section 9, Township 37 North, Range 10 East, N.M.P.M., City of Alamosa , Alamosa County, lying generally south of W. 8th St. and east of Monroe Place.

The public hearing opened at 6:45 p.m.

White: Please state your name and address for the record.

Paterson: Michael Paterson, 237 Broadway, Alamosa. You have a drawing of the proposed project; this is the vacant land between 8th St. and 10th near the new elementary schools. What we're proposing is an apartment complex built in four phases with four buildings and the first phase to start this year. We've been working closely with Don Koskelin. We have moved the project to the east so the City can get Monroe St. back. The City wants to assume Monroe. I'm not sure of the history on that. We will build to the east of that and connect Monroe Ave. with $8^{th}$ St.

White: Is there anyone that would like speak for this? Please state your name and address for the record.

Madrid. Joe Madrid, 1502 $8^{th}$ St. This project borders on what I have invested my life savings in, my house. I would like some kind of setback. A 50' high building eight feet from my house I would like some kind of assurance. If you put Monroe St through, that would be good. When I bought the property I thought it was a corner lot in a single family. Finding out you're going to have 100 neighbors instead of four is kind of depressing.

Staff reminded the applicant to speak in the mic for recording. Mr. Paterson clarified for Mr. Madrid on the site plan the impact on his property.

White: So you are against this?

Madrid: Indifferent.

Paterson: Monroe will go through and our driveway will go north and the entrance on $8^{th}$ St. will be landscaped with rocks and trees there will be a white vinyl privacy fence. There will be a 25 ft. setback also.

Koskelin; Monroe St. will be built. It has to be to support development of the remainder of the property. It will go all the way to 10th St. we do not have a final design at this time.

Madrid: I'm not against it if they will put Monroe Street in all the way to $10^{th}$ St.

Clark: It will not be a cul de sac like the others.

Madrid: Thank you.

Koskelin: As a point of interest, we met with the current owner Larry Wilcox this morning and have been meeting over the last few months and Mr. Wilcox indicated willingness on the final plat, because this is the preliminary plat, to dedicate that portion of Monroe that he actually owns. The part of the vacated street actually belongs to the neighbor on the north end and how that works out needs to be resolved. Mr. Wilcox has stated that he will dedicate the entire right of way that he actually owns on the final plat. That issue we have already reached agreement on. On the north end, that is owned by the adjacent property owner still has to be resolved. Mr. Paterson is only interested in this one particular tract of land. Mr. Wilcox owns the majority of the surrounding property and it will be up to him to dedicate the rights of way and figure out how the improvements will be paid for. He has acknowledged that and expressed that he will dedicate Monroe for the right of way.

Bervig: Do we have the opportunity to acquire both rights of way then, both Wilcox and the other one?

Koskelin: The part that Wilcox owns, there's no question on that. How we tie this in at West 8th where it jogs must still be determined.

Bervig: Someone else owns that.

Koskelin: The other gentleman in the room, I believe.

Bervig: The map shows quite a bit of lots is that a proposed development.

Koskelin: Based on the drawing this is where the confusion comes in. Before this property was annexed into the City, the County vacated most of the interior lot lines and most of the streets. That was in the 60's I believe, then in 1999, they vacated this portion of Monroe  Ave. All the rights of way and line were vacated. The county maps don't reflect that. I'm not faulting anyone.

White: Mike, can you take the mic again please, I have questions.  These fourteen unit apartments, are these one or two story apartments?

Paterson: Two story, similar to what I just finished on 11th St. It will be similar to what we built before. More stucco, more landscaping and a little park area. I want to make this a little higher end.

Bervig: So it will be a total of 56 apartments?

Paterson: That's correct. It will be in phases as the market bears.

White: Which will you start with?

Paterson: I believe it will be the furthest to the south, talking with my general contractor, Hal Wilson.

Paterson approached the commission and pointed it out on the site plan.

Bervig: The detention pond is already there?

Koskelin: The detention pond will be dedicated as part of the subdivision, that is part of the proposal to make this whole project work. It is not dug out yet.

White: And where do you live, sir?

Koskelin: He is at the southwest corner of Monroe and West 8th. His house faces West 8th.

Bervig: Do you have any structures on the vacated portion?

Madrid: I built a privacy fence and landscaped the area. Almost $2,000.00 on landscaping.

Bervig: And the developer would acquire that portion?

Koskelin: It would be a shared responsibility between Mr. Wilcox and the City I would think.

Madrid: Will they reimburse me a decent amount?

Koskelin: You would have to be reimbursed. There would be an appraisal done.

White: He needs to realize the first building is far away.

Paterson: The first one will be the most expensive, privacy fence and parking lot and you're correct it will be the furthest away from his property.

Bervig: Access will be on 8th St.?

Paterson: Yes, one entrance off 8th St.

Bervig: That will be paved? It's a long distance.

Paterson: That's something we have to discuss with the contractor. The cost is built in the whole project. What I've done in research we have 46 rentals in Alamosa now and in communication with the Vice President at Adams State their growth estimates for enrollment we are I believe moving in the right direction. They emailed me they have no money, plans or land for housing.

Bervig: Where are your other units?

Paterson: Kiva Apts. on 11th St, South Side One, South Side Two by Valley Athletics. We have zero vacancies.

White: Those are nice apartments. Are there any further questions? Is there a motion?

Bervig: How exactly should this motion read?

Koskelin: There should be two motions actually. Recommend approval of the preliminary plat as presented and to recommend to City Council that the zoning change be approved.

M/S/C. Bervig, McWhirter. Approve the preliminary plat as presented with the dedication of the portion of Monroe that is owned by Mr. Wilcox be indicated on the final plat. The property affected is a fraction of Blocks 221 and 226 and a fraction of vacated Park Street, Washington Addition, City of Alamosa, north ½ of the SE ¼, Section 9, Township 37 North, Range 10 east, N.M.P.M., City of Alamosa , Alamosa County, lying generally south of W. 8th St. and east of Monroe Place.(Unanimous)

M/S/C. McWhirter, Clark. Recommend approval of the rezone as presented from Commercial Business and Residential Medium to Residential High Density(RL). The property affected is a fraction of Blocks 221 and 226 and a fraction of vacated Park Street, Washington Addition, City of Alamosa, north ½ of the SE ¼, Section 9, Township 37 North, Range 10 east, N.M.P.M., City of Alamosa , Alamosa County, lying generally south of W. 8th St. and east of Monroe Place. (Unanimous)

For the record all adjacent property owners were notified of the public hearing.

**Other Business:** Design and Improvement Standards

Copies were distributed to the Commission, there are very few specifics, we will arrange a work session with City Council to improve them.

There should be standard specific on street widths, for example. A set of standards that are enforceable is needed.

A set of standards needs to be reviewed by Planning Commission. Draft standards were done by a professional planner in 1997 and the commission can work with that also.

Stop signs on State Ave. should be removed at 11th St. soon. Traffic patterns are being verified with the counter.

In the future, if improvements need to be made a draft subdivision agreement will be presented.

After no further business, the meeting adjourned at 7:17 p.m.

Respectfully submitted,

Julie Scott
Recording Secretary

GATEWAY TO THE GREAT SAND DUNES

ALAMOSA

# MEMO

**To:** Planning Commission Members

**From:** Don Koskelin, Assistant City Manager/Public Works Director

**Subject:** Paterson Subdivision – Preliminary Plat

**Date:** May 14, 2012

I have reviewed the request for the preliminary plat for the subject property and conditionally recommend that it be approved. The subdivision itself and the development appear to well thought out but future development of the remainder of the property cannot be ignored. We have seen what happens in the past with piecemeal development when the pieces do not ultimately fit together. Monroe Avenue needs to be dedicated and developed before the tract directly east of the subject property can be developed since there is no other access to this property. This is complicated by the fact that the north end of Monroe at the intersection with 8$^{th}$ Street was vacated when the property was in the county. While Mr. Wilcox now owns the east 30' of the old right of way, the west 30' is owned by a different person. I would recommend that all of the former Monroe Avenue right-of-way be rededicated as a road as part of the final plat. The prospective owner of the newly created tract and the current owner of the remainder of the properties and future developers of adjacent properties must be put on notice that they will have to bear the cost for the construction of the Monroe and any utilities that will be in that right of way. I do not recommend that the improvements be completed until such time that the remaining 30' of right of way is acquired and dedicated for public use. I also recommend that further development of properties adjacent to Monroe not be approved until such time as that is done.

## ALAMOSA CITY COUNCIL
## COUNCIL COMMUNICATION

**Subject/Title:**
Consideration of four and seven year proposed time frames for the construction of First Street.

**Recommended Action:**
That Council consider the pro's and con's of each proposed timeframe and provide staff direction as to which is preferred.

**Background:**
At your work session on July 6, staff presented the proposed 2017 Capital Improvement Plan which included two potential timeframes for the construction of First Street. The first, a four year plan, included longer segments, longer construction times each year, more extensive impacts to other planned projects around the city, but completes the project in four years. The second, a seven year plan, provides for shorter segments, potentially fewer construction days each year, fewer impacts to other planned projects around the City, but extends the project for another two years. While the benefits are many, the seven year plan will ultimately cost more when one considers another three years of construction cost increases, three more mobilization fees, etc. Understanding the issues associated with each, staff is seeking Council's preference before the CIP and five year plan are finalized for adoption.

**Issue Before the Council:**
Does Council wish to complete the reconstruction of First Street in four years or seven years?

**Alternatives:**
Council may choose one of the time frames proposed or recommend another timeframe all together.

**Fiscal Impact:**
This will be a multi-million dollar project regardless of how long it takes to complete. The seven year plan, however, will most certainly cost more than the five year plan but the five year plan has greater impacts on other projects across the city.

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

**Conclusion:**
Understanding the issues each proposal presents, staff would like guidance from Council before completing the Capital Improvement Plan and making final presentation for ultimate adoption.

**ATTACHMENTS:**

| Description | Type |
|---|---|
| Streets (7 Year Plan) | Backup Material |
| Streets (Four Year Plan) | Backup Material |
| Enterprise Fund | Backup Material |
| Fleet | Backup Material |
| Parks and Rec | Backup Material |
| Information Technology | Backup Material |
| Facilities | Backup Material |
| Non Departmental | Backup Material |

## 5 YEAR CAPITAL IMPROVEMENT PLAN
### Streets Division

| Project | 2017 | 2018 | 2019 | 2020 | 2021 | Unfunded |
|---|---|---|---|---|---|---|
| Concrete Replacement | $70,000 | $70,000 | $70,000 | $70,000 | $70,000 | |
| Maintenance (Slurry, Crack Seal, Plant Mixed Seal Coat) | $150,000 | $50,000 | $150,000 | $150,000 | | |
| 1st Street, Murphy to Edgemont, Including intersection of Murphy and Mullins | $400,000 | | | | | |
| Railroad, 8th to 285 | $115,000 | | | | | |
| Lee, Clark to Carroll (69) | $45,000 | | | | | |
| Intersection Clark/Weber/Oliver (88) | $35,000 | | | | | |
| Plachy, Clark to Carroll (72) | $45,000 | | | | | |
| Lakewood, Sarah to Riverwood (66) | $66,000 | | | | | |
| LED Street Lights | $40,000 | $40,000 | $40,000 | | | |
| Lakeview/Positive Place (83) | | $108,000 | | | | |
| 1st Street Edgemont to Poncha | | $400,000 | | | | |
| Lambert, Clark to Carroll (72) | | $45,000 | | | | |
| Hunt, 4th to Main (103) | | $85,000 | | | | |
| Washington, W 8th to W 7th (105) | | $50,000 | | | | |
| Pikes Peak, W 8th to W 7th (105) | | $50,000 | | | | |
| Victoria Oliver to Church | | | $217,000 | | | |
| Monroe, W 8th to W 7th (105) | | | $50,000 | | | |
| Adams, W 8th to W 7th (105) | | | $50,000 | | | |
| 1st, El Camino to West | | | $400,000 | | | |
| 14th, Hunt to Old Airport Road (79) | | | $90,000 | | | |
| Victoria, Church to Main | | | | $350,000 | | |
| 1st, Victoria to Murphy | | | | $400,000 | | |
| Intersection Stuart and Victoria | | | | $30,000 | | |
| 1st, West to Ross | | | | | $400,000 | |
| 2nd, Ross to West (68) | | | | | $315,000 | |

| 5 YEAR CAPITAL IMPROVEMENT PLAN<br>Streets Division | | | | | | |
|---|---|---|---|---|---|---|
| **Project** | **2017** | **2018** | **2019** | **2020** | **2021** | **Unfunded** |
| Downtown Street Scape | | | | | | Study |
| Downtown Alleys | | | | | | Study |
| Maroon Clark to Carroll | | | | | | $300,000 |
| 1st, Ross to State | | | | | | $450,000 |
| 1st, State to Cole Park | | | | | | $120,000 |
| Thomas, Clark to Murphy | | | | | | $310,000 |
| Washington Addition Streets | | | | | | $1,550,000 |
| Mountain View/Cottonwood Place | | | | | | $105,000 |
| Maroon Carroll to River Trece 2 | | | | | | $87,000 |
| Alamosa, 10th to 14th/14, Alamosa to Ross | | | | | | $180,000 |
| 2nd, La Veta to Richardson | | | | | | $160,000 |
| 9th, Ross to Railroad | | | | | | $180,000 |
| 2nd, State to Ross | | | | | | $340,000 |
| Graf, Clark to Carroll | | | | | | $45,000 |
| Cottonwood Place | | | | | | $38,000 |
| Princess Ann Place | | | | | | $15,000 |
| 12th Street West of Alamosa Ave. | | | | | | $30,000 |
| **Total** | **$966,000** | **$898,000** | **$1,067,000** | **$1,000,000** | **$785,000** | **$3,910,000** |

# 5 YEAR CAPITAL IMPROVEMENT PLAN
## Streets Division (First Street Priority)

| Project | 2017 | 2018 | 2019 | 2020 | 2021 | Unfunded |
|---|---|---|---|---|---|---|
| Concrete Replacement | $70,000 | $70,000 | $70,000 | $70,000 | $70,000 | |
| Maintenance (Slurry, Crack Seal, Plant Mixed Seal Coat) | $150,000 | $50,000 | $150,000 | $150,000 | | |
| 1st Street, Cole Park to Bell Avenue | $648,000 | | | | | |
| Princess Ann Place (52) | $15,000 | | | | | |
| Intersection Clark/Weber/Oliver (88) | $35,000 | | | | | |
| 1st Street, Bell to Poncha | | $510,000 | | | | |
| Lambert, Clark to Carroll (72) | | $45,000 | | | | |
| Hunt, 4th to Main (103) | | $85,000 | | | | |
| Washington, W 8th to W 7th (105) | | $50,000 | | | | |
| Pikes Peak, W 8th to W 7th (105) | | $50,000 | | | | |
| Victoria Oliver to Church | | | $217,000 | | | |
| 1st Street, Poncha to Murphy | | | $654,000 | | | |
| Victoria, Church to Main | | | | $350,000 | | |
| 1st, Victoria to Murphy | | | | $400,000 | | |
| Intersection Stuart and Victoria | | | | $30,000 | | |
| 14th, Hunt to Old Airport Road (79) | | | | | $90,000 | |
| Railroad, 8th to 285 (80) | | | | | $115,000 | |
| Lakeview/Positive Place (83) | | | | | $108,000 | |
| Monroe, W 8th to W 7th (105) | | | | | $50,000 | |
| Adams, W 8th to W 7th (105) | | | | | $50,000 | |
| 2nd, Ross to West (68) | | | | | $315,000 | |
| Maroon Clark to Carroll | | | | | | $300,000 |
| Lee, Clark to Carroll (69) | | | | | | $45,000 |
| Plachy, Clark to Carroll (72) | | | | | | $45,000 |
| Lakewood, Sarah to Riverwood (66) | | | | | | $66,000 |

| 5 YEAR CAPITAL IMPROVEMENT PLAN<br>Streets Division (First Street Priority) | | | | | | |
|---|---|---|---|---|---|---|
| **Project** | **2017** | **2018** | **2019** | **2020** | **2021** | **Unfunded** |
| Thomas, Clark to Murphy | | | | | | $310,000 |
| Washington Addition Streets | | | | | | $1,750,000 |
| Mountain View/Cottonwood Place | | | | | | $105,000 |
| Maroon Carroll to River Trece 2 | | | | | | $87,000 |
| Alamosa, 10th to 14th/14, Alamosa to Ross | | | | | | $180,000 |
| 2nd, La Veta to Richardson | | | | | | $160,000 |
| 9th, Ross to Railroad | | | | | | $180,000 |
| 2nd, State to Ross | | | | | | $340,000 |
| Graf, Clark to Carroll | | | | | | $45,000 |
| 12th Street West of Alamosa Ave. | | | | | | $30,000 |
| **Total** | **$918,000** | **$860,000** | **$1,091,000** | **$1,000,000** | **$798,000** | **$3,643,000** |

| **5 YEAR CAPITAL IMPROVEMENT PLAN**<br>**Enterprise Fund** | | | | | | |
|---|---|---|---|---|---|---|
| **Project** | **2017** | **2018** | **2019** | **2020** | **2021** | **Unfunded** |
| Well Rehab | $40,000 | $40,000 | $40,000 | $40,000 | $40,000 | $40,000 |
| New Membrane Train at WTP | $120,000 | $120,000 | $120,000 | $120,000 | $120,000 | $120,000 |
| Sanitary Sewer, 12th Street from State to Ladue | $80,000 | | | | | |
| Paint Exterior of Craft Tower | $250,000 | | | | | |
| SS, 2nd, San Juan to Alley West of Alamosa | $152,000 | | | | | |
| SS Alley East of LaDue, 10th to 11th | $17,500 | | | | | |
| Storm Drain LS, Victoria and Thomas | *$15,000* | $250,000 | | | | |
| Storm Drain , Victoria, Oliver to Church | | | $62,500 | | | |
| Sanitary Sewer, Victoria, Oliver to Church | | | $57,500 | | | |
| Water Line, Victoria, Oliver to Church | | | $75,000 | | | |
| SS, 1st, Murphy to Victoria | | | $70,000 | | | |
| SS, Alley North of Tenth, State to Ladue | | | $83,000 | | | |
| *Storm Drain, Victoria, Main to Church* | | | | *$62,500* | | |
| SS, Victoria, Main to Church | | | | $57,500 | | |
| AC Water Line, Victoria, Main to Church | | | | $75,000 | | |
| AC Water Line, Lincoln, Bell to La Veta | | | | $90,000 | | |
| CI Water Line, 3rd, Ross to West | | | | $94,000 | | |
| SS, Alley East of Monterey, 1st to El Rio | | | | | $67,000 | |
| Loop Water Line, 11th, San Juan to Edison | | | | | $32,000 | |
| Lift Station SCADA | | | | | $150,000 | |
| Demo House on 8th Street and Expand WTP Yard | | | | | $18,000 | |

## 5 YEAR CAPITAL IMPROVEMENT PLAN

### Enterprise Fund

| Project | 2017 | 2018 | 2019 | 2020 | 2021 | Unfunded |
|---|---|---|---|---|---|---|
| *Ultraviolet Disinfection Unit at WWTP* | | | | | | *$250,000* |
| *Optimize Aeration System at WWTP* | | | | | | *$500,000* |
| *Discharge Relocation at WWTP* | | | | | | *$400,000* |
| *Screw Pump Rebuild* | | | | | | *$90,000* |
| *AMR Phase I* | | | | | | *$500,000* |
| **Total** | **$674,500** | **$410,000** | **$508,000** | **$539,000** | **$427,000** | **$1,900,000** |

# 5 YEAR CAPITAL IMPROVEMENT PLAN

## Fleet

### General Fund

| Project | 2017 | 2018 | 2019 | 2020 | 2021 | Unfunded |
|---|---|---|---|---|---|---|
| Side Discharge for Dump Truck | $7,500 | | | | | |
| Replace 2/3 Patrol Cars | $80,000 | $119,000 | $80,000 | $80,000 | $80,000 | $80,000 |
| Pumper Replacement | $450,000 | | | | | |
| Streets Dump Truck | | | | $85,000 | | |
| City Hall Travel Car | | | | | $22,500 | |
| **Total** | **$537,500** | **$119,000** | **$80,000** | **$165,000** | **$102,500** | **$80,000** |

### Community Rec/Conservation Trust Fund

| Project | 2017 | 2018 | 2019 | 2020 | 2021 | Unfunded |
|---|---|---|---|---|---|---|
| Large Area Rotary Mower | $55,000 | | | | | |
| Dump Trailer | | | $7,000 | | | |
| Mower Replacement | | | | | | $25,000 |
| Parks Small Tractor - 4x4 | | | | | | $30,000 |
| **Total** | **$55,000** | **$0** | **$7,000** | **$0** | **$0** | **$55,000** |

### Enterprise Fund

| Project | 2017 | 2018 | 2019 | 2020 | 2021 | Unfunded |
|---|---|---|---|---|---|---|
| Recycling Truck | $30,000 | | | | | |
| Superintendant Pickup | | $30,000 | | $30,000 | | |
| Meter Crew Vehicle | | | $20,000 | | | |
| **Total** | **$30,000** | **$30,000** | **$20,000** | **$30,000** | **$0** | **$0** |

### Cemetery Endowment Fund

| Project | 2017 | 2018 | 2019 | 2020 | 2021 | Unfunded |
|---|---|---|---|---|---|---|
| Cemetery Mower | $15,000 | $15,000 | | | | |
| **Total** | **$15,000** | **$15,000** | **$0** | **$0** | **$0** | **$0** |

| 5 YEAR CAPITAL IMPROVEMENT PLAN<br>Parks and Recreation<br>Community Rec / Conservation Trust Funds | | | | | | |
|---|---|---|---|---|---|---|
| **Project** | **2017** | **2018** | **2019** | **2020** | **2021** | **Unfunded** |
| Ice Rink / Multi-use Facility | $2,456,379 | | | | | |
| Replace Aging Treadmills at AFRC | $32,000 | | | | | |
| Fairgrounds Bucking Chutes | $20,000 | | | | | |
| AFRC Walking Track Replacement | $40,000 | | | | | |
| Cole Park Pedestrian Bridge Lighting Upgrade | | $5,500 | | | | |
| Solar Farm Buyout | | $150,000 | | | | |
| Alamosa Family Rec Center HVAC Upgrade/Replace | | | $76,000 | | | |
| Tennis Court Resurfacing | | | $25,000 | | | |
| Central Irrigation Project | | | | $55,000 | | |
| Golf Course Parking Lot Upgrade | | | | $11,500 | | |
| Carroll Park Pickleball Courts | | | | Study | | |
| Carroll Park Tennis Court Parking Lot Asphalt | | | | $45,000 | | |
| Concrete Basketball Courts at Lee Fields | | | | | $25,000 | |
| Mobile Performance Stage | | | | | $55,000 | |
| Replace High Wattage Gym Lights with LED | | | | | $25,000 | |
| Attic Ventilation at Golf Course | | | | | $12,000 | |
| Pedestrian Bridge (ASU) | | | | | | $900,000 |
| Community Trails / Cross Country | | | | | | Study |
| Golf Course Front Nine Irrigation System Upgrade | | | | | | $599,612 |
| Golf Course Back Nine Irrigation System Upgrade | | | | | | $763,838 |
| *Softball Field Addition to Lee Field* | | | | | | $200,000 |
| Enhanced River Recreation | | | | | | Study |
| Diamond Park Gazebo | | | | | | Study |

| | | | | | | |
|---|---|---|---|---|---|---|
| **Total** | **$2,548,379** | **$155,500** | **$101,000** | **$111,500** | **$117,000** | **$2,463,450** |

| 5 YEAR CAPITAL IMPROVEMENT PLAN<br>Information Technology<br>General Fund | | | | | | |
|---|---|---|---|---|---|---|
| **Project** | **2017** | **2018** | **2019** | **2020** | **2021** | **Unfunded** |
| COFAhost 4 Network Server | | | | | 13000 | |
| COFA Pelco Camera Server | $13,000 | | | | | |
| Centralized WIFI | $12,000 | | | | | |
| COFA Record PD Voice Recording Server | | 7000 | | | | |
| WTP UPS Battery Replacement | | $5,000 | | | | |
| Voip Phone System | | $50,000 | | | | |
| Content Management System | | | $50,000 | | | |
| EQ 48T SAN | | | | $40,000 | | |
| MVR Replacements | | | | $10,000 | $10,000 | |
| Cofanas1 | | | | $13,000 | | |
| COFAhost 5 Network Server | | | | | $13,000 | |
| COFAhost 6 Network Server | | | | | $13,000 | |
| Primary Tegile SAN | | | | | $40,000 | |
| Work Order System | | | | | | Study |
| Building Inspection System | | | | | | Study |
| Fiber to Streets | | | | | | $9,600 |
| Council Chambers AV | | | | | | $13,000 |
| **Total** | **$25,000** | **$62,000** | **$50,000** | **$63,000** | **$89,000** | **$22,600** |

| Enterprise Fund | | | | | | |
|---|---|---|---|---|---|---|
| **Project** | **2017** | **2018** | **2019** | **2020** | | **Unfunded** |
| Fiber to WWTP | $0 | $0 | $0 | $0 | | $20,000 |
| **Total** | **$0** | **$0** | **$0** | **$0** | | **$20,000** |

| 5 YEAR CAPITAL IMPROVEMENT PLAN<br>Facilities | | | | | | |
|---|---|---|---|---|---|---|
| General Fund | | | | | | |
| **Project** | **2017** | **2018** | **2019** | **2020** | **2021** | **Unfunded** |
| Well and Pump Houses | $6,000 | $6,000 | $6,000 | $6,000 | $6,000 | $6,000 |
| Convert Shutters to Electric Operators at Finance, Clerk, and Public Works | | | | | | $6,000 |
| Roof Repair at City Hall | | | | | | $30,000 |
| Install Handicapped Doors at Library Entrance | | | | | | $6,500 |
| Replace Fencing at Station 2 | | | | | | $5,000 |
| Replace Older HVAC Units at PD | | | | | | $8,500 |
| Repaint Bay Floors | | | | | | $3,500 |
| Update Lights to LED at Fleet | | | | | | $15,000 |
| Overhead Doors and Operators at Water Department Storage | | | | | | $13,000 |
| | **$6,000** | **$6,000** | **$6,000** | **$6,000** | **$6,000** | **$93,500** |

| 5 YEAR CAPITAL IMPROVEMENT PLAN<br>Facilities | | | | | | |
|---|---|---|---|---|---|---|
| Rec Fund | | | | | | |
| Rec Center, Interior Paint, Entire Building + Floors | | | | | | $200,000 |
| Handicapped Accessible Entry Doors at Rec Center | | | | | | $6,500 |
| Update HVAC Computer Software at Rec Center | | | | | | $8,000 |
| Roof Extension Over AC Units at Rec Center | | | | | | $11,000 |
| **Total** | **$0** | **$0** | **$0** | **$0** | **$0** | **$225,500** |

| Enterprise Fund | | | | | | |
|---|---|---|---|---|---|---|
| **Project** | **2017** | **2018** | **2019** | **2020** | **2021** | **Unfunded** |
| Well and Pump Houses | $6,000 | $6,000 | $6,000 | $6,000 | $6,000 | $6,000 |
| *Replace Headworks HVAC - Budgeted for 2014* | | | | | | *$50,000* |
| New Solid Waste Shop | | | | $400,000 | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| *Update Boilers at WWTP* | | | | | | *$25,000* |
| *Update Light Fixtures at WWTP* | | | | | | *$20,000* |
| *Replace Roof at WWTP* | | | | | | *$55,000* |
| **Total** | **$6,000** | **$6,000** | **$6,000** | **$406,000** | **$6,000** | **$156,000** |

## 5 YEAR CAPITAL IMPROVEMENT PLAN
### Non Departmental

| Project | 2017 | 2018 | 2019 | 2020 | 2021 | Unfunded |
|---|---|---|---|---|---|---|
| *Levee Project* | $0 | $0 | $0 | $0 | $0 | Study |
| **Total** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** |

**ALAMOSA CITY COUNCIL**
**COUNCIL COMMUNICATION**

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**Subject/Title:**
Executive Session pursuant to C.R.S. §24-6-402(4)(f) for Personnel Matters - Evaluation of City Attorney

**ALAMOSA CITY COUNCIL**
**COUNCIL COMMUNICATION**

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**Subject/Title:**
Executive Session pursuant to C.R.S. §4-6-402(4)(f) for Personnel Matters - Evaluation of City Manager