

ALAMOSA CITY COUNCIL

Regular Meeting Agenda

Council Chambers
300 Hunt Avenue, Alamosa, CO
June 7, 2017

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.

5:00 P.M. - Board Applicant Interviews

7:00 PM - Regular Meeting

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. AGENDA APPROVAL

IV. CITIZEN COMMENT

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

- A. Audience Comments
- B. Follow-Up

V. CONSENT CALENDAR A

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

- C.7.a. Approves Minutes of Meeting May 17, 2017
- C.2.a. April 2017 Expenditure Report
- C.8.a. April 2017 Finance Monthly Report

VI. REGULAR BUSINESS

A. Presentations from Outside Agencies

- 1. Wildfire Academy
- 2. Colorado State Treasurers and Public Trustees Association Summer Conference

B. Business Brought Forward by City Staff

- 1. Public Works

- a. Award of bid to Alcon Construction for the construction of the Ice Rink/Multi-Purpose Facility.
- b. Resolution 13-2017 in support of the installation of an Adams State University monument sign, celebrating the University and its achievements, on City property in a City gateway adjacent to U.S. Highway 160; and authorizing execution of an encroachment permit for the sign
- c. Consideration of request from Alamosa County to waive a total of \$28,500 in Plant Investment fees for the new Justice Center and expansion of the County Jail.
- d. Permitted Use by Special Review, Request of Vertical Construction Management on behalf of Starbucks to allow outdoor dining in a commercial business district.
- e. First Reading, Ordinance No. 15-2017, Alley Vacation, Block 1, Callbreath's Addition
- f. Award of Bid - Ultraviolet Disinfection Unit

2. Police

- a. First Reading, Ordinance No. 14-2017, an ordinance approving an intergovernmental agreement with State of Colorado, Department of Higher Education, by and through the State Board for Community Colleges and Occupational Education, for the use and benefit of Trinidad State Junior College to provide security services for the Trinidad State Alamosa Campus from the Alamosa Police Department

3. Parks and Recreation

- a. Discussion of the Ranch Lease Agreement

4. City Manager/Legal

- a. Second Reading and Public Hearing, Ordinance No. 12-2017. An ordinance regulating the personal growing, cultivating, and processing of marijuana
- b. Second Reading and Public Hearing, Ordinance No. 13-2017, an ordinance amending sec. 11-100 of the *Code of Ordinances of the City of Alamosa* to align the language of the ordinance concerning theft with the changes to the statute concerning theft found at C.R.S.. § 18-4-401, and deleting sections 11-104 governing theft of rental property and 11-105 governing theft by receiving, as encompassed within sec. 11-100 as amended.
- c. Resolution No. 14, 2017, A resolution approving an amended schedule of fines for municipal violations.

C. Committee Reports

D. Staff Announcements

VII. LOCAL LIQUOR LICENSING AUTHORITY ACTIONS

A. CONSENT CALENDAR B

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

- 1. Alamosa Convention & Visitors Bureau Special Events Permit, Bicycle Tour Colorado, June 19, 2017

COUNCIL COMMENT

EXECUTIVE SESSIONS

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

ADJOURNMENT

**ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION**

Subject/Title:

Approves Minutes of Meeting May 17, 2017

ATTACHMENTS:

Description	Type
▣ Minutes of Meeting May 17, 2017	Cover Memo

ALAMOSA CITY COUNCIL

Regular Meeting Minutes

Council Chambers
300 Hunt Avenue, Alamosa, CO
May 17, 2017

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

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5:00 PM - Executive Session Pursuant to C.R.S. §24-6-402(4)(f) for Personnel Matters - Review of Municipal Judge Contract

Councilor Daniel moved, seconded by Councilor Vigil to move into Executive Session pursuant to C.R.S. §24-6-402(f) for Personal Matters - Review of Municipal Judge Contract. The motion carried unanimously.

When back in regular session, Mayor Lucero confirmed the Executive Session was held solely for the stated purpose.

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 by Mayor Josef Lucero at 7:01 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, Charles Griego, Kristina Daniel and Michael Stefano. A quorum was declared. Also present: City Manager Heather Brooks, City Attorney Erich Schwiesow, and Deputy City Clerk Susanna Gallegos.

III. AGENDA APPROVAL

Councilor Daniel moved, seconded by Councilor Vigil 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

Sargent Jessie spoke in regards to marijuana grow regulations and Ordinance 12-2017.

Terric spoke in regards to grow regulations and the pharmaceutical benefits marijuana has.

Rosana Atencio spoke regarding the meth and heroin issue in the community and in favor of cannabis clubs.

Cynthia Walsh thanked Police Officers for their service and spoke in regards to the cost of indoor grows and Ordinance 12-2017.

Chloe Everhart spoke in regards to how marijuana received its bad reputation and the benefits found in marijuana. She also thanked Police Officers.

Akeem Charles spoke in regards to the limitations of the personal grow regulations for medical use. He also thanked Police officers.

Terry Wiley spoke in regards to eight factors for the recommendation for maintaining marijuana in Schedule I of the Controlled Substance Act.

B. Follow-Up

None.

V. CEREMONIAL ITEMS

A. Older Americans Month Proclamation

Frances Valdez spoke in regards to this proclamation, providing information related to Older Americans Month.

Mayor Lucero read the proclamation and Council presented it to Frances Valdez, Carol ?, and Monica Wolfe.

B. Mental Health Month Proclamation

Clarissa Woodworth spoke in regards to this proclamation, providing information related to mental health awareness.

Councilor Daniel read the proclamation and Council presented it to Ms.

Woodworth.

C. Police Week Proclamation

Chief Oakes spoke in regards to this proclamation.

Mayor Lucero read the proclamation and Council presented it to Officer Ronnie Hadley, Corporal Jamie Coulson, and Officers William Squires and Brendan Pichon .

D. Life Saving Awards

Chief Duane Oakes spoke regarding Life Saving Awards regarding the Michael Valdez event. Captain Samuel Maestas presented the awards to Officer William Squires (his first), Officer Ronnie Hadley (his second), and Corporal Jamie Coulson (his first).

Captain Samuel Maestas spoke regarding Life Saving Awards for the David Medina event. Captain Maestas and David Medina presented Life Saving Awards to Officer Squires (his third), Officer Hadley and Corporal Coulson (his second).

David Medina thanked the officers, especially Officer Squires, for saving his life.

Councilor Coleman stated that this was very touching and they are much appreciated. He also thanked the officers for proving that all lives matter.

Councilor Stefano commended the officers for their service.

Councilor Daniel appreciates the officers for their professionalism and commitment to the community. She also recognizes their families.

Councilors Hensley echos fellow Councilmen and commends the officers.

Councilors Griego and Vigil also thank the officers for their service.

Mayor Lucero states that Alamosa is a better place with them being on the force and thanks the officers as well.

Chief Oakes commends his officers.

VI. CONSENT CALENDAR A

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

Councilor Griego moved, seconded by Councilor Stefano to approve Consent Calendar A as presented. The motion carried unanimously.

C.8.a. Receive April 2017 Monthly Reports

C.7.a. Approve Minutes of Meeting May 3, 2017

VII. REGULAR BUSINESS

E. Business Brought Forward by City Staff

1. Information Technology

a. Wireless Internet and Security Camera System for Cole Park

James Belknap provided information to Council regarding wireless internet and security camera system for Cole Park.

IT would like to create a wide area Wireless Internet and Security Camera System in Cole Park this summer. IT has been notified for many years that the vendors and guests at the many events in Cole Park would greatly appreciate an extension of the wireless service the City has provided in the Alamosa Public Library since 2001 into the most-used public park. Because the City has provided free wireless service from our Public Library prior to 2005 this extension would not be subject to the SB152 restrictions, see C.R.S. § 29-27-304. The Early Iron Fest has authorized us to utilize the \$1,000 donation the City had been retaining for several years for a P.A. system for this project, along with an additional commitment of \$500 in September. This system would provide an opportunity to install Cameras at some of the more sensitive areas of the park in order to assist in deterring crime. The total cost for the system would be \$7,500, and does not increase the monthly costs of the current internet service. IT is requesting that they be allowed to spend the \$1,500 Early Iron Fest donation and an additional \$6,000 from the IT fund savings to install a Wireless Internet and Security Camera System in Cole Park.

Council further discussed this item and commends the IT Department for the \$75,000 they have saved in their fund over the last 3 years.

Heather Brooks clarified that because ISP was not able to install the system, the IT Department would be installing it.

Councilor Vigil moved, seconded by Councilor Hensley approved IT to spend the \$1,500 Early Iron Fest donation and an additional \$6,000 from the IT fund for the wireless internet and security camera system for Cole Park. The motion carried unanimously.

2. City Manager/Legal

- a. Public Hearing and Second Reading, Ordinance No. 11-2017, An Ordinance Approving an Intergovernmental Agreement Amongst Various San Luis Valley Local Government Entities for Continuation of a Regional Planning Commission for Transportation Planning

Heather Brooks reviewed this ordinance with Council, which is an update to the Agreement already in place.

Mayor Lucero opened the public hearing at 8:00 p.m. and asked for those wishing to speak on this ordinance.

There being no one wishing to speak, the hearing closed at 8:00 p.m.

Councilor Griego moved, seconded by Councilor Stefano to finally adopt Ordinance No. 11-2017. The motion carried unanimously.

- b. First Reading, Ordinance No. 12-2017. An ordinance regulating the personal growing, cultivating, and processing of marijuana

Counselor Schwiesow presented information on this ordinance to Council. This issue arises because the Constitution provision that allows for possession and personal use of marijuana does not in any way limit the amount of marijuana you can have other than indicating you can have six plants and if you have a medical card or are a caretaker indicating a need for more than six plants can have more than six plants. He quotes from House Bill 1220 regarding safety issues.

Heather Brooks presents information to Council regarding the grey market - they can grow it legally, but what they do with it is illegal. These regulations are for the 20% who are not growing for their own personal use. She states that this is one aspect in our attempt to create a safe environment in Alamosa. There is a relationship in trying to prevent certain behaviors that can happen if you get large grows.

Councilor Vigil asked Counselor Schwiesow where he took this outline from. Counselor Schwiesow states that he took the outline from a Douglas County Ordinance, which has served as a model for a number of different jurisdictions, both county and municipalities throughout Colorado. He further states that there were some portions in the

Douglas County Ordinance that he did not use, for example limitations in a rental residence.

Councilor Daniel asked if the 12 plant limit also applied to medical use. Counselor Schwiesow stated that it does. Councilor Daniel stated that she would like Council to consider outdoor grows within a locked enclosure, due to high costs of lights growing indoors.

Heather Brooks stated that Staff does not feel strongly about the outside grows.

Counselor Schwiesow presented information regarding HPS and LED lighting.

Councilor Griego asked Counselor Schwiesow regarding item (e). Counselor Schwiesow explains that this requires the need for a permit if grown in an accessory structure.

Councilor Stefano commented that the plant limit should be 12, and does not agree to outdoor grows. Consequences include cost and black market.

Councilor Hensley agrees with Councilor Daniel. She has not heard of any complaints regarding outdoor grows and agrees with the choice of indoors or outdoors.

Councilor Vigil feels this is an opportunity to compromise. He also agrees with outside grows. He suggests a greenhouse or a locked structure. He asks if the public needs to register.

Heather Brooks states no, these are the parameters.

Councilor Vigil further states that he does not agree with limiting the amount of plants for people needing medical marijuana.

Mayor Lucero asks about permits.

Counselor Schwiesow clarifies permits are only required for caregivers.

Council Stefano stated his opinion on keeping the kids safe.

Council further discussed this issue.

Councilor Griego moved, seconded by Councilor Vigil to approve Ordinance No. 12-2017 with amendments on first reading and set for a public hearing on Wednesday, June 7, 2017 or as soon thereafter as the matter may be heard. The motion carried 6 to 1 with Councilor Stefano casting the no vote.

- c. First Reading, Ordinance No. 13-2017, an ordinance amending sec. 11-100 of the *Code of Ordinances of the City of Alamosa* to align the language of the ordinance concerning theft with the changes to the statute concerning theft found at C.R.S. § 18-4-401, and deleting sections 11-104 governing theft of rental property and 11-105 governing theft by receiving, as encompassed within sec. 11-100 as amended.

Counselor Schwiesow presented information on this ordinance to Council. The Colorado State Legislature in 2013 amended C.R.S. § 18-4-401 governing theft to incorporate theft of rental property and theft by receiving into the general theft statute, and to adjust the categories of theft (from petty offense to class 2 felony) based on amounts stolen.

C.R.S. § 18-4-401(8) gives municipalities concurrent jurisdiction to prohibit theft by ordinance where the amount stolen is less than \$1000. A copy of C.R.S. § 18-4-401 is included as background material.

The Code of Ordinances of Alamosa, Colorado, contains a definition of theft at Section 11-100, mirroring, for the most part, that contained in C.R.S. § 18-4-401. The City endeavors, where possible, to have its ordinances use the same terms and concepts as state statutes that govern the same subject matter so that there is consistency in interpretation of the statutes and ordinances. This ordinance changes the definition of theft in Section 11-100 to mirror the state statute, and deletes Sections 11-104 and 11-105 as covered in the new 11-100.

There was a portion of 11-104 not included in the new state statute, and that has been preserved as the new 11-104(e).

Councilor Vigil moved, seconded by Councilor Hensley to approve Ordinance No. 13-2017 on first reading and set for a public hearing on Wednesday, June 7, 2017 or as soon thereafter as the matter may be heard. The motion carried unanimously.

F. Committee Reports

Councilor Vigil reported on the State Preservation Audit done on the Historic Preservation Advisory Committee and that it went good. He also spoke regarding the Walking Tour which will be held on May 21, 2017, at 1:00 p.m.

Councilor Griego reported on the School Board breakfast Council attended.

Councilor Coleman reported on the San Luis Valley Development Resources Group meeting he attended.

Councilor Daniel reported on the Spring Outreach in Del Norte that Council attended.

G. Staff Announcements

Heather Brooks updated Council on the following upcoming events:

- Work Session next Wednesday, May 24, 2017, at 6:00 p.m. regarding the solar projects.
- Work Session Wednesday, May 31, 2017, at 6:00 p.m. regarding the marijuana and ballot issues.
- Pedestals will be installed this week, and the unveiling Ceremony for the artists and their sculptures on June 2, 2017, at 5:30 p.m. at the Depot.

She also informed Council that there will be 17 sculptures on display for one year. If the sculptures are sold, 20% goes to the City.

VIII. LOCAL LIQUOR LICENSING AUTHORITY ACTIONS

A. CONSENT CALENDAR B

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

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

1. Kiwanis Club, Ride the Rockies Special Events Permit, June 9, 2017
2. Colorado Rio Grande Restoration Foundation, Ride the Rockies Special Events Permit, June 10, 2017
3. Christian Community Services Projects, Alamosa Round-Up Rodeo Special Events Permit, June 22, 23, and 24, 2017

COUNCIL COMMENT

Councilor Vigil thanked Holly, Jolene, Mayor Lucero and Fire Chief Chapman for the 8th grade tour. He also thanked Chief Chapman and his department for taking care of the recent fires.

Councilor Daniel stated that summer recreation is coming up and thanked the Parks and Rec for their great work on the fields. She also thanked Council for Declaring May as Mental Health month, and thanked the community for their input on agenda items. She states that this Council wants to be an inclusive Council.

Mayor Lucero thanks Council for agreeing to disagree on issues. He states that that is what makes a good government.

ADJOURNMENT

The meeting adjourned at 9:08 p.m.

Susanna Gallegos, Deputy City Clerk

Josef P. Lucero, Mayor

**ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION**

Subject/Title:

April 2017 Expenditure Report

ATTACHMENTS:

Description	Type
📎 April 2017 Expenditure Report	Cover Memo



300 Hunt Avenue PO Box 419 Alamosa, Colorado 81101
Finance Department

May 17, 2017

TO: City Manager

SUBJ: Monthly Expenditure Report

For your review, attached you will find the Expense Approval Report and the Payroll Report for the month of April 2017.

A/P History Check Report Total Disbursement	\$ 4,565,576.81
Payroll	\$ 371,893.12
Total	\$ 4,937,469.93

Included in the A/P check report are loan proceeds of which \$3,643.988 were sent to COLOTrust until needed and \$506,500 used to complete the water purchase for the augmentation plan. Actual monthly expenses without these extraordinary items was \$415,088.81.

Respectfully,

Judy Kelloff, CPA
Finance Director



Alamosa, CO

Expense Approval Report

By Fund

Payable Dates 04/01/2017 - 04/30/2017

Post Dates 04/01/2017 - 04/30/2017

Payment Dates 04/01/2017 - 05/15/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 02 - GENERAL FUND					
Department: 00 - UNDESIGNATED					
NATIONAL BENEFIT SERVICES, L...	CP155132	04/04/2017	CLAIMS PAID	02-2-00-82523	2,823.58
MEDINA, RONNIE	INV0005304	04/04/2017	MEDINA, RONNIE	02-2-00-81111	310.00
ANGELA FERNANDEZ	INV0005385	04/21/2017	RESTITUTION: E. CRAWSHAW	02-4-00-66112	198.00
WILLIAM MILLER	INV0005334	04/12/2017	BOND REFUND/RETURN- J. MIL...	02-4-00-66111	500.00
FIRE & POLICE PENSION ASSOC	INV0005344	04/13/2017	FPPA DD	02-2-00-82514	1,082.63
COLONIAL LIFE & ACCIDENT INS	INV0005346	04/13/2017	COLONIAL LIFE & ACCIDENT INS	02-2-00-82513	31.67
AFLAC	INV0005347	04/13/2017	AFLAC	02-2-00-82520	225.85
CONTINENTAL AMERICAN INSU...	INV0005348	04/13/2017	CONTINENTAL AMERICAN INSU...	02-2-00-82521	128.03
AFLAC	INV0005349	04/13/2017	AFLAC PT	02-2-00-82520	414.48
CONTINENTAL AMERICAN INSU...	INV0005350	04/13/2017	CONTINENTAL AMERICAN INSU...	02-2-00-82521	249.76
COMPANION VOLUNTARY LIFE	INV0005351	04/13/2017	COMPANION VOLUNTARY LIFE	02-2-00-82513	319.13
PERA	INV0005352	04/13/2017	PERA INSURANCE PAYABLE	02-2-00-82517	31.00
PERA	INV0005353	04/13/2017	PERA PAYABLE	02-2-00-82311	12,676.90
PERA	INV0005354	04/13/2017	PERA PAYABLE	02-2-00-82311	128.79
VOLUNTARY INVESTMENT PRO...	INV0005355	04/13/2017	401K PAYABLE	02-2-00-82414	497.27
VOLUNTARY INVESTMENT PRO...	INV0005356	04/13/2017	401K PAYABLE	02-2-00-82414	255.00
ICMA RETIREMENT TRUST-457	INV0005357	04/13/2017	ICMA PAYABLE	02-2-00-82317	1,552.53
ICMA RETIREMENT TRUST-457	INV0005358	04/13/2017	ICMA PAYABLE	02-2-00-82317	125.00
FIDELITY ADVISOR FUNDS	INV0005359	04/13/2017	FIDELITY LOANS 1	02-2-00-82319	1,243.06
ICMA RETIREMENT TRUST-457	INV0005360	04/13/2017	ICMA LOAN	02-2-00-82317	78.54
FIDELITY ADVISOR FUNDS	INV0005361	04/13/2017	FIDELITY LOANS 2	02-2-00-82319	1,142.27
FIDELITY ADVISOR FUNDS	INV0005362	04/13/2017	FIDELITY LOANS 3	02-2-00-82319	740.76
FIDELITY ADVISOR FUNDS	INV0005363	04/13/2017	FIDELITY LOANS 4	02-2-00-82319	273.06
FIDELITY ADVISOR FUNDS	INV0005364	04/13/2017	FIDELITY LOANS 5	02-2-00-82319	273.59
FIDELITY ADVISOR FUNDS	INV0005365	04/13/2017	FIDELITY FUND	02-2-00-82319	11,395.02
VALLEY HEALTH & FITNESS	INV0005366	04/13/2017	VALLEY HEALTH/FITNESS	02-2-00-82419	40.00
FRATERNAL ORDER OF POLICE	INV0005367	04/13/2017	POLICE UNION DUES	02-2-00-82321	350.00
VOLUNTARY INVESTMENT PRO...	INV0005368	04/13/2017	457 DC PAYABLE	02-2-00-82414	100.00
VOLUNTARY INVESTMENT PRO...	INV0005369	04/13/2017	457 DC PAYABLE	02-2-00-82414	200.00
FAMILY SUPPORT REGISTRY	INV0005370	04/13/2017	#05277165 ANDERSON	02-2-00-82418	200.31
FAMILY SUPPORT REGISTRY	INV0005371	04/13/2017	#08003313JV000022 MAESTAS	02-2-00-82418	325.00
FAMILY SUPPORT REGISTRY	INV0005372	04/13/2017	#03772365 COULSON	02-2-00-82418	59.08
FAMILY SUPPORT REGISTRY	INV0005373	04/13/2017	06846117 GARCIA	02-2-00-82418	150.00
CALIFORNIA STATE DISBURSEM...	INV0005374	04/13/2017	0710131468-01/GARCIA	02-2-00-82418	80.76
COLORADO DEPARTMENT OF R...	INV0005375	04/13/2017	STATE WITHHOLDINGS	02-2-00-82211	4,038.01
UNITED STATES TREASURY	INV0005376	04/13/2017	SS WITHHOLDINGS	02-2-00-82111	99.20
UNITED STATES TREASURY	INV0005377	04/13/2017	FEDERAL WITHHOLDINGS	02-2-00-82111	11,899.74
UNITED STATES TREASURY	INV0005378	04/13/2017	MEDICARE TAXES	02-2-00-82111	3,527.72
PATTY CHRISTENSEN	INV0005393	04/21/2017	AFLAC (CAIC) REFUND	02-2-00-81111	65.21
VICTIMS ASSISTANCE	INV0005396	04/21/2017	VICTIM'S ASSISTANCE - MARCH ...	02-4-00-66113	346.43
COLORADO TRUST	INV0005413	04/18/2017	COLOTRUST	02-1-00-71121	3,367,988.00
DURAN, LOUISE	INV0005424	04/26/2017	DURAN, LOUISE	02-2-00-81111	250.00
FIRE & POLICE PENSION ASSOC	INV0005427	04/27/2017	FPPA DD	02-2-00-82514	1,159.47
COLONIAL LIFE & ACCIDENT INS	INV0005429	04/27/2017	COLONIAL LIFE & ACCIDENT INS	02-2-00-82513	31.67
AFLAC	INV0005430	04/27/2017	AFLAC	02-2-00-82520	225.85
CONTINENTAL AMERICAN INSU...	INV0005431	04/27/2017	CONTINENTAL AMERICAN INSU...	02-2-00-82521	128.03
AFLAC	INV0005432	04/27/2017	AFLAC PT	02-2-00-82520	414.48
CONTINENTAL AMERICAN INSU...	INV0005433	04/27/2017	CONTINENTAL AMERICAN INSU...	02-2-00-82521	249.76
COMPANION VOLUNTARY LIFE	INV0005434	04/27/2017	COMPANION VOLUNTARY LIFE	02-2-00-82513	319.13
PERA	INV0005436	04/27/2017	PERA PAYABLE	02-2-00-82311	11,120.56
VOLUNTARY INVESTMENT PRO...	INV0005438	04/27/2017	401K PAYABLE	02-2-00-82414	490.19
VOLUNTARY INVESTMENT PRO...	INV0005439	04/27/2017	401K PAYABLE	02-2-00-82414	255.00

Expense Approval Report

Payable Dates: 04/01/2017 - 04/30/2017 Post Dates: 04/01/2017 - 04/30/2017 Payment Dates: 04/01/2017 - 05/15/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ICMA RETIREMENT TRUST-457	INV0005440	04/27/2017	ICMA PAYABLE	02-2-00-82317	1,413.02
ICMA RETIREMENT TRUST-457	INV0005441	04/27/2017	ICMA PAYABLE	02-2-00-82317	125.00
FIDELITY ADVISOR FUNDS	INV0005442	04/27/2017	FIDELITY LOANS 1	02-2-00-82319	1,243.06
ICMA RETIREMENT TRUST-457	INV0005443	04/27/2017	ICMA LOAN	02-2-00-82317	78.54
FIDELITY ADVISOR FUNDS	INV0005444	04/27/2017	FIDELITY LOANS 2	02-2-00-82319	1,142.27
FIDELITY ADVISOR FUNDS	INV0005445	04/27/2017	FIDELITY LOANS 3	02-2-00-82319	740.76
FIDELITY ADVISOR FUNDS	INV0005446	04/27/2017	FIDELITY LOANS 4	02-2-00-82319	273.06
FIDELITY ADVISOR FUNDS	INV0005447	04/27/2017	FIDELITY LOANS 5	02-2-00-82319	273.59
FIDELITY ADVISOR FUNDS	INV0005448	04/27/2017	FIDELITY FUND	02-2-00-82319	11,589.80
FRATERNAL ORDER OF POLICE	INV0005449	04/27/2017	POLICE UNION DUES	02-2-00-82321	350.00
FAMILY SUPPORT REGISTRY	INV0005450	04/27/2017	#05277165 ANDERSON	02-2-00-82418	200.31
FAMILY SUPPORT REGISTRY	INV0005451	04/27/2017	#08003313JV000022 MAESTAS	02-2-00-82418	325.00
FAMILY SUPPORT REGISTRY	INV0005452	04/27/2017	#03772365 COULSON	02-2-00-82418	59.08
FAMILY SUPPORT REGISTRY	INV0005453	04/27/2017	06846117 GARCIA	02-2-00-82418	150.00
CALIFORNIA STATE DISBURSEM...	INV0005454	04/27/2017	0710131468-01/GARCIA	02-2-00-82418	80.76
COLORADO DEPARTMENT OF R...	INV0005455	04/27/2017	STATE WITHHOLDINGS	02-2-00-82211	3,680.01
UNITED STATES TREASURY	INV0005456	04/27/2017	FEDERAL WITHHOLDINGS	02-2-00-82111	11,108.98
UNITED STATES TREASURY	INV0005457	04/27/2017	MEDICARE TAXES	02-2-00-82111	3,032.18
Department 00 - UNDESIGNATED Total:					3,476,674.94
Department: 10 - CITY COUNCIL					
ALAMOSA STATE BANK-VISA	0801-04/21/17	04/21/2017	CML ANNUAL CONFERENCE - J. ...	02-5-10-32111	567.00
ALAMOSA STATE BANK-VISA	0801-04/21/17	04/21/2017	CML ANNUAL CONFERENCE L. ...	02-5-10-32111	141.00
ALAMOSA STATE BANK-VISA	0801-04/21/17	04/21/2017	CREDIT	02-5-10-32111	-253.03
ALAMOSA STATE BANK-VISA	0801-04/21/17	04/21/2017	CML ANNUAL CONFERENCE M. ...	02-5-10-32111	542.00
ALAMOSA STATE BANK-VISA	0801-04/21/17	04/21/2017	CML ANNUAL CONFERENCE - K....	02-5-10-32111	466.00
PINNACOL ASSURANCE	18489320	04/06/2017	CITY COUNCIL	02-5-10-14211	16.73
Department 10 - CITY COUNCIL Total:					1,479.70
Department: 12 - MUNICIPAL COURT					
ALAMOSA COUNTY SHERIFF DE...	INV0005300	04/07/2017	JAIL FEES - JANUARY 2017	02-5-12-37995	9,338.91
CRAIG WORTH	INV0005305	04/04/2017	SUBPOENA - COURT TRIAL A. R...	02-5-12-39602	5.00
DAWN GARCIA	INV0005306	04/04/2017	SUBPOENA - COURT TRIAL A. R...	02-5-12-39602	5.00
JUSTIN SALAZAR	INV0005307	04/04/2017	SUBPOENA - A. ROMERO	02-5-12-39602	5.00
PINNACOL ASSURANCE	18489320	04/06/2017	MUNICIPAL COURT	02-5-12-14211	40.34
WAYNE MARTINEZ	INV0005326	04/07/2017	SUBPOENA - PRE-TRIAL G. SISN...	02-5-12-39602	5.00
SUSANNA GALLEGOS	INV0005328	04/07/2017	MEALS - DMV TRAINING	02-5-12-32111	46.00
MANUAL LOPEZ	INV0005391	04/17/2017	SUBPOENA - TRIAL V. MEDINA	02-5-12-39602	5.00
IIMC	INV0005398	04/21/2017	IIMC MEMBERSHIP DUES - SUS...	02-5-12-32311	100.00
IIMC	INV0005398	04/21/2017	IIMC MEMBERSHIP DUES - LAC...	02-5-12-32311	100.00
LACHELLE MONTANO	INV0005411	04/21/2017	MILEAGE/MEALS - CMJA/CAMC...	02-5-12-32111	296.24
DANIEL P. POWELL P.C.	INV0005412	04/21/2017	MILEAGE/MEALS - CMJA/CAMC...	02-5-12-32111	314.24
RHONDA MCKINLEY	INV0005425	04/26/2017	SUBPOENA - COURT TRIAL E. M...	02-5-12-39602	5.00
WAYNE MARTINEZ	INV0005426	04/26/2017	SUBPOENA - TRIAL J. IBARRA	02-5-12-39602	5.00
Department 12 - MUNICIPAL COURT Total:					10,270.73
Department: 13 - CITY MANAGER					
PINNACOL ASSURANCE	18489320	04/06/2017	CITY MANAGER OFFICE	02-5-13-14211	64.78
Department 13 - CITY MANAGER Total:					64.78
Department: 14 - CITY CLERK					
ALAMOSA COUNTY CLERK	INV0005383	04/21/2017	EASEMENTS	02-5-14-33121	66.00
PINNACOL ASSURANCE	18489320	04/06/2017	CITY CLERK OFFICE	02-5-14-14211	28.24
MUNICIPAL CODE CORP	284626	04/21/2017	CODE SUPPLEMENTS-ANNUAL ...	02-5-14-21211	950.00
VERIZON	INV0005380	04/13/2017	HOLLY MARTINEZ	02-5-14-22791	52.36
IIMC	INV0005398	04/21/2017	IIMC MEMBERSHIP DUES - HOL...	02-5-14-32311	160.00
Department 14 - CITY CLERK Total:					1,256.60
Department: 15 - HR/RISK MANAGEMENT					
THE PUEBLO CHIEFTAIN	INV0005316	04/07/2017	AD FOR P&R DIRECTOR	02-5-15-31961	695.00
SLVRMC PHYSICAN SERVICES	INV0005317	04/07/2017	DRUG TEST AND PHYSICAL/NEW..	02-5-15-31961	125.00
SANTA FE NEW MEXICAN	INV0005318	04/07/2017	AD FOR P&R DIRECTOR	02-5-15-31961	189.55
ALAMOSA STATE BANK-VISA	0777-04/07/17	04/07/2017	POP UP NOTES/PENS	02-5-15-21111	20.66
ALAMOSA STATE BANK-VISA	0777-04/07/17	04/07/2017	P&R JOB ADVERTISEMENT	02-5-15-31961	99.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ALAMOSA STATE BANK-VISA	0777-04/07/17	04/07/2017	BACKGROUND CHECKS	02-5-15-31961	20.55
ALAMOSA STATE BANK-VISA	0777-04/07/17	04/07/2017	P&R JOB ADVERTISEMENT	02-5-15-31961	150.00
ALAMOSA STATE BANK-VISA	0777-04/07/17	04/07/2017	TRAINING REGISTRATION	02-5-15-32211	199.00
ALAMOSA STATE BANK-VISA	0777-04/07/17	04/07/2017	CAREER FAIR GIVEAWAYS	02-5-15-32311	170.91
ALAMOSA STATE BANK-VISA	0777-04/07/17	04/07/2017	POSTAGE	02-5-15-35501	6.65
ALAMOSA STATE BANK-VISA	0777-04/07/17	04/07/2017	FIRST AID SUPPLIES	02-5-15-45311	23.79
ALAMOSA STATE BANK-VISA	0777-04/07/17	04/07/2017	FIRST AID SUPPLIES	02-5-15-45311	23.73
ALAMOSA STATE BANK-VISA	0777-04/07/17	04/07/2017	FIRST AID SUPPLIES	02-5-15-45311	28.70
ALAMOSA STATE BANK-VISA	0777-04/07/17	04/07/2017	FIRST AID SUPPLIES	02-5-15-45311	56.27
VALLEY COURIER	INV0005325	04/07/2017	STREET-MAINT WORKER 1 POSI...	02-5-15-31961	192.85
VALLEY PUBLISHING	INV0005401	04/21/2017	AD FOR STREETS FT MAINT WO...	02-5-15-31961	52.95
CREDIT BUREAU OF ALAMOSA	291	04/21/2017	MONTHLY DUES	02-5-15-32311	10.00
ARLAN'S PRO SERVICES	2376	04/21/2017	QUARTERLY RANDOM DRUG TE...	02-5-15-31961	60.00
SLVRMC PHYSICAN SERVICES	INV0005409	04/21/2017	POST ACCIDENT TEST	02-5-15-31961	30.00
Department 15 - HR/RISK MANAGEMENT Total:					2,154.61

Department: 16 - FINANCE DEPARTMENT

ALAMOSA COUNTY CLERK	INV0005383	04/21/2017	LIEN FILINGS - GILLESPIE & VAL...	02-5-16-22791	36.00
TOTAL OFFICE SOLUTIONS	0279799-001	04/21/2017	ROLL,ADD,CALC,2.75W,50CT	02-5-16-21111	94.86
PINNACOL ASSURANCE	18489320	04/06/2017	FINANCE	02-5-16-14211	125.01
ALAMOSA POSTMASTER	INV0005323	04/06/2017	BULK MAIL POSTAGE	02-5-16-21131	3,000.00
Department 16 - FINANCE DEPARTMENT Total:					3,255.87

Department: 17 - NON-DEPARTMENTAL

CENTURYLINK	INV0005386	04/21/2017	CITY OF ALAMOSA 719-589-0467	02-5-17-33211	365.51
CENTURYLINK	INV0005386	04/21/2017	ALARM LINES 719-589-6809	02-5-17-33211	65.14
CENTURYLINK	INV0005386	04/21/2017	CITY GOVERNMENT 719-589-03...	02-5-17-33211	63.07
XCEL ENERGY	53-1111289-3040317	04/03/2017	1410 INDEPENDENCE WAY BLD...	02-5-17-33411	742.21
GOBINS INC	111765	04/07/2017	CITY HALL/PD COLOR	02-5-17-21151	329.90
GOBINS INC	111765	04/07/2017	CITY HALL/PD SERVICE	02-5-17-21151	33.51
BUSINESS SOLUTIONS LEASING	20456029	04/21/2017	COPIER LEASE	02-5-17-44251	1,279.83
SOUTH CENTRAL COLO. SENIOR...	354	04/21/2017	OUTSIDE FUNDING PAYMENT 1...	02-5-17-35103	5,000.00
CED, INC.	405659	04/21/2017	OCTRON 800	02-5-17-22791	79.80
ALAMOSA ROUND UP	7	04/21/2017	ALAMOSA ROUND-UP SPONSO...	02-5-17-35105	4,000.00
VALLEY TEXTILE RENTAL & DRY	88765	04/21/2017	MAT MAHOGANY 3X5/MAT M...	02-5-17-22791	63.50
XCEL ENERGY	53-0004574-1041717	04/17/2017	300 HUNT	02-5-17-33411	3,642.42
XCEL ENERGY	53-8691617-6041717	04/17/2017	425 4TH ST BUILDING CITY	02-5-17-33411	2,147.70
ALAMOSA COUNTY ECONOMIC...	INV0005407	04/21/2017	MEALS/LODGING/PARKING	02-5-17-51101	166.20
RANDY WRIGHT	INV0005408	04/21/2017	MILEAGE	02-5-17-51101	253.80
TOURVIEW MAPS, LLC	INV0005422	04/24/2017	MAP ADVERTISING	02-5-17-51101	2,000.00
Department 17 - NON-DEPARTMENTAL Total:					20,232.59

Department: 18 - INFORMATION TECHNOLOGY

PAYPAL	INV0005534	04/03/2017	HARDWARE	02-5-18-48101	199.99
PAYPAL	INV0005542	04/03/2017	COMPUTER HARDWARE	02-5-18-48101	950.00
JADE COMMUNICATIONS LLC	INV0005341	04/05/2017	INTERNET SERVICES CITY OF AL...	02-5-18-48102	167.98
JADE COMMUNICATIONS LLC	INV0005341	04/05/2017	INTERNET SERVICES - LIBRARY	02-5-18-48102	167.98
PINNACOL ASSURANCE	18489320	04/06/2017	IT	02-5-18-14211	16.73
MOUNTAIN CONNECT	INV0005329	04/07/2017	MOUNTAIN CONNECT BROADB...	02-5-18-32111	299.00
KEYSTONE RESORT CONFERENC...	INV0005389	04/21/2017	LODGING	02-5-18-32111	410.45
PAYPAL	INV0005338	04/07/2017	BLACK CENTER CONSOLE KIT	02-5-18-35111	365.95
SYNCB/AMAZON	INV0005402	04/21/2017	IT OFFICE EQUIPMENT	02-5-18-35100	188.91
SYNCB/AMAZON	INV0005402	04/21/2017	IT HARDWARE	02-5-18-48101	422.38
SYNCB/AMAZON	INV0005402	04/21/2017	IT HARDWARE	02-5-18-48101	31.96
SYNCB/AMAZON	INV0005402	04/21/2017	IT HARDWARE	02-5-18-48101	11.28
SYNCB/AMAZON	INV0005402	04/21/2017	IT HARDWARE	02-5-18-48101	37.74
SYNCB/AMAZON	INV0005402	04/21/2017	IT HARDWARE	02-5-18-48101	29.98
SYNCB/AMAZON	INV0005402	04/21/2017	IT HARDWARE	02-5-18-48101	25.95
SYNCB/AMAZON	INV0005402	04/21/2017	IT HARDWARE	02-5-18-48101	138.12
SYNCB/AMAZON	INV0005402	04/21/2017	COMPUTER HARDWARE	02-5-18-70241	238.31
SYNCB/AMAZON	INV0005402	04/21/2017	COMPUTER HARDWARE	02-5-18-70241	493.90
SYNCB/AMAZON	INV0005402	04/21/2017	COMPUTER HARDWARE	02-5-18-70241	334.85

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SYNCB/AMAZON	INV0005402	04/21/2017	COMPUTER HARDWARE	02-5-18-70241	315.02
SYNCB/AMAZON	INV0005402	04/21/2017	COMPUTER HARDWARE	02-5-18-70241	287.52
SYNCB/AMAZON	INV0005402	04/21/2017	COMPUTER HARDWARE	02-5-18-70241	1,139.97
SYNCB/AMAZON	INV0005402	04/21/2017	COMPUTER HARDWARE	02-5-18-70241	958.69
VERIZON	INV0005380	04/13/2017	JB IT DIRECTOR	02-5-18-33202	62.36
WEX BANK	49243797	04/17/2017	CITY HALL - IT	02-5-18-22111	36.33
WEX BANK	49243797	04/17/2017	IT	02-5-18-22111	73.36
AXISINTERNET, INC.	168924	04/21/2017	INTERNET SERVICES	02-5-18-48102	31.00

Department 18 - INFORMATION TECHNOLOGY Total: 7,435.71

Department: 20 - POLICE ADMINISTRATION

PINNACOL ASSURANCE	18489320	04/06/2017	POLICE ADMINISTRATION	02-5-20-14211	521.45
ALAMOSA STATE BANK-VISA	0868-04/28/17	04/28/2017	LODGING - DELIVER VEHICLE TO...	02-5-20-32111	123.97
ALAMOSA STATE BANK-VISA	0868-04/28/17	04/28/2017	CONFERENCE REGISTRATION C...	02-5-20-32211	350.00
DUANE OAKES	INV0005419	04/24/2017	LODGING - PICK UP PATROL CAR	02-5-20-32111	141.32

Department 20 - POLICE ADMINISTRATION Total: 1,136.74

Department: 21 - POLICE OPERATIONS

STAPLES BUSINESS ADVANTAGE	3335641642	04/21/2017	BATTERY,PROCELL CR123, 12CT	02-5-21-21111	46.50
STAPLES BUSINESS ADVANTAGE	3335641661	04/21/2017	FASTENER IS 4X2 STRIP BK	02-5-21-21111	7.98
STAPLES BUSINESS ADVANTAGE	3335641665	04/21/2017	STAPLES SMOKE CLIPBOARD 9X...	02-5-21-21111	85.04
STAPLES BUSINESS ADVANTAGE	3335641667	04/21/2017	ENVELOPE CD WINDOW WE 10...	02-5-21-21111	16.47
STAPLES BUSINESS ADVANTAGE	3335641669	04/21/2017	LABEL COLOR CODED 0-9	02-5-21-21111	205.02
EAGLE COUNTY FLEET SERVICES	2017-100	04/04/2017	2012/2013 CHEV TAHOE'S X2	02-5-21-70111	20,000.00
AUTOZONE	342479435	04/07/2017	ECONOMY BATTERY	02-5-21-35111	83.99
DEPARTMENT OF THE TREASURY	INV0005313	04/07/2017	FEDERAL TAX DEPOSIT SHORTF...	02-5-21-14151	158.46
RIO GRANDE MOTOR PARTS CO,...	147340	04/21/2017	AIR/OIL/FUEL FILTERS	02-5-21-35111	41.27
AUTOZONE	3424804156	04/04/2017	CREDIT	02-5-21-35111	-18.00
AUTOZONE	3424804160	04/04/2017	CREDIT	02-5-21-35111	-18.00
SOUTHSIDE RENTALS, LLC	INV0005405	04/21/2017	STORAGE RENT	02-5-21-22791	45.00
VALLEY TEXTILE RENTAL & DRY	88598	04/21/2017	MAT BRUSH ONYX 3X5	02-5-21-34105	18.00
PINNACOL ASSURANCE	18489320	04/06/2017	POLICE OPERATIONS - POLICEM...	02-5-21-14211	6,828.47
CUSTOM EARPIECE	29829	04/21/2017	SCREW IN COILED TUBE	02-5-21-35391	164.12
WIRELESS ADVANCED COMMU...	9612	04/06/2017	2017 FORD F150 POLICE UPFITT...	02-5-21-70111	8,847.00
HAYNIES, INC.	104916	04/21/2017	BRAKE CALIPER HOUSIN	02-5-21-35111	10.84
TATE KINDSCHUH	INV0005330	04/07/2017	MEALS - K-9 Rect.	02-5-21-31641	92.00
HOLIDAY INN EXPRESS-INN AND...	INV0005331	04/07/2017	LODGING - A. GARCIA K-9 RECE...	02-5-21-31641	182.00
HAYNIES, INC.	105099	04/21/2017	SENSOR - AIR TEMP	02-5-21-35111	5.19
HAYNIES, INC.	105261	04/21/2017	OIL FILTER	02-5-21-35111	4.05
VALLEY LOCK & SECURITY	P28472	04/21/2017	SINGLE SIDED KEY	02-5-21-35505	3.70
ATM ALTERATION SHOP	05593914	04/21/2017	ALTERATIONS	02-5-21-37321	282.00
RUSSELL SURVEYORS & ASSOCI...	5445	04/21/2017	DIRT TRACT LAYOUT DESIGN FIE...	02-5-21-35509	1,180.00
VERIZON WIRELESS DTF	INV0005379	04/13/2017	CELL PHONE SERVICE SLVDTF	02-5-21-33211	40.01
VERIZON	INV0005380	04/13/2017	LIEUTENANT	02-5-21-33211	52.36
SAN LUIS VALLEY CRIME STOPP...	1	04/21/2017	DONATION	02-5-21-45103	500.00
SALIDA FIRE EXTINGUISHER & S...	1111032	04/21/2017	SERVICE FIRE EXTINGUISHERS	02-5-21-22791	335.00
WEX BANK	49243797	04/17/2017	PATROL	02-5-21-22111	3,113.69
XCEL ENERGY	53-8975818-1041717	04/17/2017	509 1/2 3RD ST/502 2ND ST BL...	02-5-21-33411	216.52
EXTREME TACTICAL DYNAMICS	INV0005392	04/17/2017	LIGHT BAR W/2 PAIRS OF UNDE...	02-5-21-70111	1,049.88
SLVRMC PHYSICAN SERVICES	INV0005409	04/21/2017	BASELINE HEARING TESTS FOR ...	02-5-21-22791	275.00
BIG R OF ALAMOSA	317885	04/28/2017	WILDERNESS SALMON 24# DOG...	02-5-21-31641	56.99
ALAMOSA STATE BANK-VISA	0868-04/28/17	04/28/2017	LODGING - DUI CONFERENCE	02-5-21-35509	245.80
JAMIE COULSON	INV0005415	04/24/2017	MEALS - TLO-TERRORISM LIAS...	02-5-21-32211	57.00
SAM MAESTAS	INV0005416	04/24/2017	TLO-TERRORISM LIASON CONF...	02-5-21-32211	57.00
JOEY SPANGLER	INV0005418	04/24/2017	MEALS - SWAT COMMAND DEC...	02-5-21-32211	253.00
NATIONAL TACTICAL OFFICERS ...	INV0005420	04/24/2017	SWAT COMMAND & DECISION...	02-5-21-32211	730.00
JOHN VASQUEZ	INV0005421	04/24/2017	MEALS - TRAINING READING B...	02-5-21-32211	81.00

Department 21 - POLICE OPERATIONS Total: 45,334.35

Department: 22 - FIRE OPERATIONS

DIGITCOM ELECTRONICS	104003661-1	04/07/2017	PAGERS	02-5-22-35351	2,337.00
ACE HARDWARE OF ALAMOSA	56135	04/07/2017	THREADLOCKER/HILLMAN FAST...	02-5-22-22791	16.32

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FIRE PROTECTION PUBLICATIO...	79925	04/21/2017	BOOKS/TRAINING	02-5-22-21121	237.00
ACE HARDWARE OF ALAMOSA	56165	04/21/2017	HOSE FLEXOGEN	02-5-22-35211	37.99
PINNACOL ASSURANCE	18489320	04/06/2017	FIRE OPERATIONS - FIREMEN	02-5-22-14211	698.46
HAYNIES, INC.	105011	04/21/2017	BATTERIES E-3	02-5-22-35111	185.05
FRONT RANGE FIRE APPARATUS	57237	04/21/2017	HELMETS/HOODS/GAS DETECT...	02-5-22-38833	4,261.30
ACE HARDWARE OF ALAMOSA	56343	04/21/2017	LAWN FERTILIZER	02-5-22-35211	62.67
ACE HARDWARE OF ALAMOSA	56368	04/21/2017	PIPE FITTINGS	02-5-22-35211	11.22
VERIZON	INV0005380	04/13/2017	DC FIRE CHIEF	02-5-22-33211	60.32
VERIZON	INV0005380	04/13/2017	RR FIRE LT	02-5-22-33211	29.16
VERIZON	INV0005380	04/13/2017	TB ASST. FIRE CHIEF	02-5-22-33211	52.36
SALIDA FIRE EXTINGUISHER & S...	1111031	04/21/2017	FIRE EXTINGUISHER SERVICE	02-5-22-41101	869.00
WEX BANK	49243797	04/17/2017	FIRE	02-5-22-22111	214.56
Department 22 - FIRE OPERATIONS Total:					9,072.41
Department: 23 - SUPPORT SERVICES					
VALLEY HUMANE LEAGUE	INV0005397	04/21/2017	9 DOGS BY POLICE AND 5 DOGS...	02-5-23-31661	1,500.00
PINNACOL ASSURANCE	18489320	04/06/2017	SUPPORT SERVICES	02-5-23-14211	273.79
WEX BANK	49243797	04/17/2017	SUPPORT SERVICES	02-5-23-22111	225.95
WEX BANK	49243797	04/17/2017	FUEL EXPENSE - PD	02-5-23-22111	41.51
Department 23 - SUPPORT SERVICES Total:					2,041.25
Department: 30 - PUBLIC WORKS ADMIN					
DANNY GALLEGOS	INV0005319	04/07/2017	ONE YEAR SUBSCRIPTION MAR...	02-5-30-22791	174.50
PINNACOL ASSURANCE	18489320	04/06/2017	PUBLIC WORKS ADMIN. OFFICE	02-5-30-14211	125.01
ALAMOSA STATE BANK-VISA	0728-04/21/17	04/21/2017	MEAL	02-5-30-32111	12.50
RUSSELL SURVEYORS & ASSOCI...	5449	04/21/2017	EXCELSIOR INDEPENDENT DITCH	02-5-30-31411	500.00
VERIZON	INV0005380	04/13/2017	ENGINEERING	02-5-30-22791	52.36
WEX BANK	49243797	04/17/2017	PUBLIC WORKS	02-5-30-22111	132.01
Department 30 - PUBLIC WORKS ADMIN Total:					996.38
Department: 31 - STREET MAINTENANCE					
XCEL ENERGY	53-1224277-8040317	04/03/2017	11TH & RAILROAD	02-5-31-33411	11.98
ACE HARDWARE OF ALAMOSA	56110	04/21/2017	BATTERY-6V SPRING	02-5-31-22791	21.58
ROCK PRODUCTS INC.	278440	04/21/2017	CHIPS	02-5-31-23511	578.93
MC CANDLESS INTERNATIONAL	P102013134:01	04/21/2017	FOXFIRE LED SAFETY BAND GRE...	02-5-31-45602	47.80
VALLEY LOCK & SECURITY	P28420	04/21/2017	KEYS FOR 20TH STREET YARD	02-5-31-22791	18.50
PINNACOL ASSURANCE	18489320	04/06/2017	STREET MAINTENANCE	02-5-31-14211	1,771.26
RAY SMITH	INV0005406	04/21/2017	R. SMITH BOOT REIMBURSEME...	02-5-31-37321	75.00
MC CANDLESS INTERNATIONAL	P102013253;01	04/21/2017	AMBER FOXFIRE W/MAGNETS	02-5-31-45602	79.90
ACE HARDWARE OF ALAMOSA	56345	04/21/2017	ADAPTR SCH40PVC1/BATTERY ...	02-5-31-22791	14.72
VERIZON	INV0005380	04/13/2017	PW SUPT.	02-5-31-22791	29.16
WEX BANK	49243797	04/17/2017	STREETS	02-5-31-22111	2,199.83
XCEL ENERGY	53-1111290-6041717	04/17/2017	620 4TH ST	02-5-31-33411	16.47
XCEL ENERGY	53-1166633-6041717	04/17/2017	530 4TH ST	02-5-31-33411	16.47
XCEL ENERGY	53-1248603-4041717	04/17/2017	631 4TH ST AREA	02-5-31-33411	65.86
XCEL ENERGY	53-1289372-0042617	04/26/2017	DOWN TOWN LIGHTING	02-5-31-33411	296.07
Department 31 - STREET MAINTENANCE Total:					5,243.53
Department: 35 - BUILDING INSPECTION					
HAYNIES, INC.	104486	04/21/2017	IDLE AIR CTR/EMMISSION HOSE	02-5-35-35111	71.51
PINNACOL ASSURANCE	18489320	04/06/2017	BUILDING INSPECTOR	02-5-35-14211	130.62
VERIZON	INV0005380	04/13/2017	HR BUILDING INSPECTOR	02-5-35-22791	52.36
WEX BANK	49243797	04/17/2017	CITY HALL - HARRY	02-5-35-22111	45.00
WEX BANK	49243797	04/17/2017	BUILDING INSPECTOR	02-5-35-22111	120.83
Department 35 - BUILDING INSPECTION Total:					420.32
Department: 36 - FLEET MAINTENANCE					
XCEL ENERGY	53-8691625-6040317	04/03/2017	1410 INDEPENDENCE WAY	02-5-36-33411	863.27
HAYNIES, INC.	101807	04/07/2017	BRK CALIPER PIST KIT	02-5-36-37941	55.53
ELBERT DISTRIBUTING OF COLO...	3002158	04/21/2017	UNIVERSAL SYNTHETIC ATF, PRE...	02-5-36-45502	150.50
COLUMBINE AUTOMOTIVE PR...	12954	04/21/2017	BULB/HOSE CLAMP/TRIM RETA...	02-5-36-22791	19.00
PINNACOL ASSURANCE	18489320	04/06/2017	FLEET MAINTANANCE	02-5-36-14211	910.88
WEX BANK	49243797	04/17/2017	FUEL EXPENSE - FLEET	02-5-36-22111	42.98
WEX BANK	49243797	04/17/2017	FLEET	02-5-36-22111	31.07

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
RIO GRANDE MOTOR PARTS CO,,	148444	04/24/2017	CREDIT	02-5-36-35112	-18.32
Department 36 - FLEET MAINTENANCE Total:					2,054.91

Department: 50 - CEMETERY

ACE HARDWARE OF ALAMOSA	56124	04/21/2017	HAMMER DRILLING 3LB/DRAIN ...	02-5-50-22791	44.22
MONDRAGON'S PORTABLE TOI...	2501	04/21/2017	CEMETERY	02-5-50-35211	40.00
PINNACOL ASSURANCE	18489320	04/06/2017	CEMETERY	02-5-50-14211	594.98
VERIZON	INV0005380	04/13/2017	DG CEMETERY	02-5-50-33211	29.16
Department 50 - CEMETERY Total:					708.36

Department: 51 - PARKS MAINTENANCE

CHAPARRAL INC	156017	04/21/2017	FLAT REPAIR - PARKS TRUCK	02-5-51-35111	11.50
XCEL ENERGY	53-1000033-0040317	04/03/2017	1620 TREMONT	02-5-51-33411	10.71
XCEL ENERGY	53-1027976-6040317	04/03/2017	DIAMOND DR & CLARK SPRINKL...	02-5-51-33411	10.87
SORUM TRACTOR	91153	04/21/2017	LINK, CHAIN (THATCHER)	02-5-51-41101	5.82
HAYNIES, INC.	104377	04/21/2017	MACS CHAIN CABLE LUBE	02-5-51-22791	20.12
GARRISON FENCE	7072	04/21/2017	BRACE CLAMP/CARRIAGE BOLT...	02-5-51-22791	381.38
R&R PRODUCTS, INC.	CD2107656	04/21/2017	GRASS DETHACHER #632	02-5-51-41101	481.01
RIO GRANDE MOTOR PARTS CO,,	147390	04/21/2017	OIL FILTER (UNIT #705)	02-5-51-35111	4.63
RIO GRANDE MOTOR PARTS CO,,	147404	04/21/2017	AIR FILTER	02-5-51-35111	13.17
MONDRAGON'S PORTABLE TOI...	2501	04/21/2017	PORTABLE TOILET RENTALS W/...	02-5-51-35104	300.00
XCEL ENERGY	53-1000030-7040517	04/05/2017	2000 AIRPORT RD	02-5-51-33411	66.26
XCEL ENERGY	53-1000030-7040517	04/05/2017	407 4TH ST	02-5-51-33411	50.11
COLORADO STATE FOREST SERV...	INV0005387	04/21/2017	TREE PRUNING WORKSHOP	02-5-51-32111	120.00
PINNACOL ASSURANCE	18489320	04/06/2017	PARKS & REC - PARKS	02-5-51-14211	1,010.46
TRACTOR SUPPLY COMPANY	INV0005400	04/21/2017	GW HIGH FLOW NOZZLE/4-GW ...	02-5-51-22791	29.85
XCEL ENERGY	53-0848716-1040717	04/07/2017	LIFT STATIONS	02-5-51-33411	1,683.88
ACE HARDWARE OF ALAMOSA	56291	04/21/2017	SPRY MARKING RED 12OZ	02-5-51-22791	23.72
ACE HARDWARE OF ALAMOSA	056333	04/21/2017	FOLDING PRUNING SAW 7"/CAP..	02-5-51-22791	43.87
CHAPARRAL INC	156229	04/21/2017	CARLISLE RIB/FEE-SMALL TIRE/...	02-5-51-41101	50.69
VERIZON	INV0005380	04/13/2017	JA CEMETERY SUPER	02-5-51-33211	29.16
VERIZON	INV0005380	04/13/2017	SA PARKS SUPT	02-5-51-33211	29.16
VERIZON	INV0005380	04/13/2017	PARKS-REC DD	02-5-51-33211	29.16
FARIS MACHINERY COMPANY	INV0005388	04/21/2017	VENDOR NEVER RECEIVED PREV...	02-5-51-35111	72.06
CED, INC.	406073	04/21/2017	600V RK TD FUSE (TENNIS COU...	02-5-51-35211	21.18
WEX BANK	49243797	04/17/2017	PARKS	02-5-51-22111	570.55
XCEL ENERGY	53-1166316-2041717	04/17/2017	COLE PARK	02-5-51-33411	32.90
Department 51 - PARKS MAINTENANCE Total:					5,102.22
Fund 02 - GENERAL FUND Total:					3,594,936.00

Fund: 03 - ENTERPRISE FUND

Department: 00 - UNDESIGNATED

NATION STAR MORTGAGE	INV0005332	04/07/2017	NATION STAR MORTGAGE	03-2-00-67501	10.51
NATION STAR MORTGAGE	INV0005333	04/07/2017	NATION STAR MORTGAGE	03-2-00-67501	24.75
KANSAS CITY LIFE INSURANCE ...	INV0005345	04/13/2017	POLICY 2588692	03-2-00-82513	6.88
COLONIAL LIFE & ACCIDENT INS	INV0005346	04/13/2017	COLONIAL LIFE & ACCIDENT INS	03-2-00-82513	16.50
AFLAC	INV0005347	04/13/2017	AFLAC	03-2-00-82520	15.12
AFLAC	INV0005349	04/13/2017	AFLAC PT	03-2-00-82520	12.24
COMPANION VOLUNTARY LIFE	INV0005351	04/13/2017	COMPANION VOLUNTARY LIFE	03-2-00-82513	95.17
PERA	INV0005352	04/13/2017	PERA INSURANCE PAYABLE	03-2-00-82517	11.63
PERA	INV0005353	04/13/2017	PERA PAYABLE	03-2-00-82311	6,149.06
VOLUNTARY INVESTMENT PRO...	INV0005355	04/13/2017	401K PAYABLE	03-2-00-82414	535.62
VOLUNTARY INVESTMENT PRO...	INV0005356	04/13/2017	401K PAYABLE	03-2-00-82414	25.00
COLORADO DEPARTMENT OF R...	INV0005375	04/13/2017	STATE WITHHOLDINGS	03-2-00-82211	805.99
UNITED STATES TREASURY	INV0005377	04/13/2017	FEDERAL WITHHOLDINGS	03-2-00-82111	2,261.71
UNITED STATES TREASURY	INV0005378	04/13/2017	MEDICARE TAXES	03-2-00-82111	821.72
COLORADO TRUST	INV0005413	04/18/2017	BOND PAYABLE-WATER PROJEC...	03-2-00-81823	276,000.00
KANSAS CITY LIFE INSURANCE ...	INV0005428	04/27/2017	POLICY 2588692	03-2-00-82513	6.88
COLONIAL LIFE & ACCIDENT INS	INV0005429	04/27/2017	COLONIAL LIFE & ACCIDENT INS	03-2-00-82513	16.50
AFLAC	INV0005430	04/27/2017	AFLAC	03-2-00-82520	15.12
AFLAC	INV0005432	04/27/2017	AFLAC PT	03-2-00-82520	12.24
COMPANION VOLUNTARY LIFE	INV0005434	04/27/2017	COMPANION VOLUNTARY LIFE	03-2-00-82513	95.17

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PERA	INV0005435	04/27/2017	PERA INSURANCE PAYABLE	03-2-00-82517	11.63
PERA	INV0005436	04/27/2017	PERA PAYABLE	03-2-00-82311	6,392.96
VOLUNTARY INVESTMENT PRO...	INV0005438	04/27/2017	401K PAYABLE	03-2-00-82414	527.15
VOLUNTARY INVESTMENT PRO...	INV0005439	04/27/2017	401K PAYABLE	03-2-00-82414	25.00
COLORADO DEPARTMENT OF R...	INV0005455	04/27/2017	STATE WITHHOLDINGS	03-2-00-82211	856.99
UNITED STATES TREASURY	INV0005456	04/27/2017	FEDERAL WITHHOLDINGS	03-2-00-82111	2,404.41
UNITED STATES TREASURY	INV0005457	04/27/2017	MEDICARE TAXES	03-2-00-82111	854.30

Department 00 - UNDESIGNATED Total: 298,010.25

Department: 01 - WATER DEPARTMENT

HAYNIES, INC.	104298	04/03/2017	WATER PUMP GASKET	03-5-01-35111	-9.45
HAYNIES, INC.	104299	04/03/2017	CORE DEPOSIT	03-5-01-35111	-9.88
XCEL ENERGY	53-1000036-3040317	04/03/2017	LIFT STATIONS	03-5-01-33411	4,287.18
XCEL ENERGY	53-9503813-8040317	04/03/2017	607 FOSTER AVE	03-5-01-33411	166.48
HAYNIES, INC.	104409	04/21/2017	OIL/AIR FILTER	03-5-01-35111	15.14
RIO GRANDE MOTOR PARTS CO,...	146889	04/05/2017	CREDIT	03-5-01-35111	-12.63
XCEL ENERGY	53-1000030-7040517	04/05/2017	RD 109 & 21ST ST	03-5-01-33411	90.07
XCEL ENERGY	53-1114279-7040517	04/05/2017	12TH ST WELL	03-5-01-33411	1,562.57
PINNACOL ASSURANCE	18489320	04/06/2017	WATER	03-5-01-14211	118.15
VALLEY LOCK & SECURITY	P28426	04/21/2017	KEYS FOR PULVURIZER GATE	03-5-01-22791	18.50
VALLEY LOCK & SECURITY	P28428	04/21/2017	MASTER LOCKS-WATER DEPAR...	03-5-01-22791	83.70
ALAMOSA STATE BANK-VISA	0819-04/21/17	04/21/2017	CERTIFICATION - OPERATION&...	03-5-01-22791	154.00
XCEL ENERGY	53-1028550-4040717	04/07/2017	905 8TH ST	03-5-01-33411	934.53
XCEL ENERGY	53-1028550-4040717	04/07/2017	701 ROSS AVE	03-5-01-33411	177.28
XCEL ENERGY	53-1028550-4040717	04/07/2017	701 ROSS	03-5-01-33411	493.06
ACE HARDWARE OF ALAMOSA	56365	04/21/2017	HAMMER SLEDGE 10#/PRY BAR...	03-5-01-22791	64.78
VERIZON	INV0005380	04/13/2017	WATER ON CALL	03-5-01-22791	29.16
VERIZON	INV0005380	04/13/2017	FH WATER	03-5-01-22791	52.36
VERIZON	INV0005380	04/13/2017	RM WATER	03-5-01-22791	87.31
WEX BANK	49243797	04/17/2017	WATER	03-5-01-22111	447.06
XCEL ENERGY	53-0348997-0041717	04/17/2017	302 HUNT AVE UNIT COLE	03-5-01-33411	54.48
SOUTHWEST TITLE COMPANY	INV0005403	04/21/2017	TITLE FEES FOR RANCH LAND T...	03-5-01-72335	4,037.00
OCPO	INV0005410	04/21/2017	CERTIFICATION - FARRON HALL	03-5-01-22791	90.00
FIDELITY NATIONAL TITLE	INV0005414	04/18/2017	WATER PROCUREMENT COMM...	03-5-01-72335	31,500.00
FIDELITY NATIONAL TITLE	INV0005414	04/18/2017	TITLE FEES FIDELITY TITLE	03-5-01-72335	275.00
FIDELITY NATIONAL TITLE	INV0005414	04/18/2017	WATER SHARES-AUGMENTATI...	03-5-01-72335	475,000.00
XCEL ENERGY	53-0042269-1042017	04/20/2017	770 N STATE AVE UNIT PUMP	03-5-01-33411	278.09

Department 01 - WATER DEPARTMENT Total: 519,983.94

Department: 02 - SEWER DEPARTMENT

PINNACOL ASSURANCE	18489320	04/06/2017	SEWER	03-5-02-14211	1,110.55
XCEL ENERGY	53-1028550-4040717	04/07/2017	700 COTTONWOOD DR	03-5-02-33411	13.11
XCEL ENERGY	53-1028550-4040717	04/07/2017	LIFT 531 COTTONWOOD DR	03-5-02-33411	18.24
XCEL ENERGY	53-1028550-4040717	04/07/2017	751 MONROE AVE	03-5-02-33411	16.19
XCEL ENERGY	53-1028550-4040717	04/07/2017	772 DEL SOL DR LOT B-LIFT	03-5-02-33411	55.49
XCEL ENERGY	53-1028550-4040717	04/07/2017	151 CRAFT DR BLDG LIFT	03-5-02-33411	11.90
XCEL ENERGY	53-1028550-4040717	04/07/2017	131 MARKET ST BLDG LIFT	03-5-02-33411	13.94
XCEL ENERGY	53-1028550-4040717	04/07/2017	2501 MAIN ST BLDG SEWER	03-5-02-33411	69.42
XCEL ENERGY	53-1028550-4040717	04/07/2017	39 CASCADE AVE UNIT LIFT STA...	03-5-02-33411	26.19
XCEL ENERGY	53-1028550-4040717	04/07/2017	# LIFT STATION 1999 TREMONT...	03-5-02-33411	18.57
XCEL ENERGY	53-1028550-4040717	04/07/2017	213 MURPHY DR APT LIFT	03-5-02-33411	378.67
XCEL ENERGY	53-1028550-4040717	04/07/2017	2100 STATE AVE	03-5-02-33411	46.95
XCEL ENERGY	53-1028550-4040717	04/07/2017	726 DEL SOL DR	03-5-02-33411	73.48
XCEL ENERGY	53-1028550-4040717	04/07/2017	14TH ST & ALA AVE SEWER LIFT	03-5-02-33411	12.77
XCEL ENERGY	53-1028550-4040717	04/07/2017	900 MAROON DR	03-5-02-33411	24.71
XCEL ENERGY	53-1028550-4040717	04/07/2017	RD 9 S @ S 109	03-5-02-33411	13.85
XCEL ENERGY	53-1028550-4040717	04/07/2017	2921 1ST ST	03-5-02-33411	41.71
XCEL ENERGY	53-1028550-4040717	04/07/2017	N END OF LA VETA AVE SEWER L...	03-5-02-33411	25.65
XCEL ENERGY	53-1028550-4040717	04/07/2017	105 ALAMOSA AVE BLDG LIFT	03-5-02-33411	88.06
XCEL ENERGY	53-1028550-4040717	04/07/2017	NE CORNER OF 12TH & EAST A...	03-5-02-33411	13.61
XCEL ENERGY	53-1028550-4040717	04/07/2017	MAIN ST & BLANCA AVE SEWER...	03-5-02-33411	254.85
XCEL ENERGY	53-1028550-4040717	04/07/2017	2251 W 7TH ST	03-5-02-33411	40.90

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XCEL ENERGY	53-1028550-4040717	04/07/2017	1531 11TH ST	03-5-02-33411	30.12
XCEL ENERGY	53-1028550-4040717	04/07/2017	701WEST AVE BLDG SEWER	03-5-02-33411	272.47
XCEL ENERGY	53-1028550-4040717	04/07/2017	1 RIVERWOOD DR BLDG LIFT	03-5-02-33411	17.82
WEX BANK	49243797	04/17/2017	SEWER	03-5-02-22111	518.57
Department 02 - SEWER DEPARTMENT Total:					3,207.79

Department: 03 - SANITATION DEPARTMENT

HAYNIES, INC.	104180	04/21/2017	HYDRAULIC/OIL/FUEL/AIR/CAB...	03-5-03-35111	100.21
RIO GRANDE MOTOR PARTS CO,...	147266	04/21/2017	FT MULTI	03-5-03-35111	8.67
XCEL ENERGY	53-0042982-5040317	04/03/2017	1204 OLD AIRPORT RD UNIT TR...	03-5-03-33411	196.37
MC CANDLESS INTERNATIONAL	P102013080;01	04/21/2017	GASKET,MANIFOLD	03-5-03-35111	28.47
HAYNIES, INC.	104408	04/21/2017	BRAKE SHOE KITS/HEAVY DUTY ...	03-5-03-35111	267.04
RIO GRANDE MOTOR PARTS CO,...	147307	04/21/2017	THD RAD CAP	03-5-03-35111	11.14
MONTE VISTA COOP	29812	04/21/2017	PROPANE FILL	03-5-03-37932	16.30
ACE HARDWARE OF ALAMOSA	56159	04/21/2017	KEY MASTER GREEN M1	03-5-03-22791	13.45
JOEL HEREDIA	INV0005314	04/07/2017	BOOT REIMBURSEMENT	03-5-03-37321	75.00
RIO GRANDE MOTOR PARTS CO,...	147508	04/21/2017	FUEL/FUEL FILTER - HD	03-5-03-35111	17.56
PINNACOL ASSURANCE	18489320	04/06/2017	GARBAGE COLLECTION	03-5-03-14211	1,892.33
ALPINE ELECTRIC, INC	34920	04/21/2017	POWER & LIGHTING/RECYCLING..	03-5-03-37932	4,135.00
XCEL ENERGY	53-1028550-4040717	04/07/2017	TRASH NMASHER 2123 OLD SA...	03-5-03-33411	510.26
XCEL ENERGY	53-1028550-4040717	04/07/2017	701 ROSS AVE APT A	03-5-03-33411	11.56
ACE HARDWARE OF ALAMOSA	56290	04/21/2017	SPRYPNT/PAINTERS MATE TAPE	03-5-03-37932	15.26
SAN LUIS VALLEY REGIONAL SOL...	MARCH 17	04/21/2017	LANDFILL FEES FOR MARCH	03-5-03-37931	8,866.19
VERIZON	INV0005380	04/13/2017	JH SANITATION SUPER	03-5-03-22791	29.16
VERIZON	INV0005380	04/13/2017	KP RECYCLING	03-5-03-22791	29.50
WEX BANK	49243797	04/17/2017	SANITATION	03-5-03-22111	3,043.72
Department 03 - SANITATION DEPARTMENT Total:					19,267.19

Department: 05 - SEWAGE TREATMENT

SUNEDISON, LLC	200100013271	04/21/2017	WWTP - UTILITIES	03-5-05-33411	3,998.03
XCEL ENERGY	53-1114279-7040517	04/05/2017	1204 OLD AIRPORT RD	03-5-05-33411	8,824.93
PINNACOL ASSURANCE	18489320	04/06/2017	SEWAGE TREATMENT	03-5-05-14211	132.12
ACE HARDWARE OF ALAMOSA	56295	04/21/2017	COUPLHOSE SHT-OFF ZINC	03-5-05-22791	12.58
FEDEX	5-768-60932	04/21/2017	SHIPPING CHARGES	03-5-05-31651	271.12
WEX BANK	49243797	04/17/2017	WWTP	03-5-05-22111	43.83
DANIEL MONTANO	INV0005394	04/21/2017	BOOT REIMBURSEMENT	03-5-05-37321	75.00
COLORADO DEPT OF PUBLIC H...	WUDR17031551	04/24/2017	WWTP DESIGN REVIEW-DESIGN...	03-5-05-31681	1,400.00
COLORADO DEPT OF PUBLIC H...	WUSA171031550	04/24/2017	WWTP SITE LOCATION APPLICA...	03-5-05-31681	1,300.00
Department 05 - SEWAGE TREATMENT Total:					16,057.61

Department: 06 - WATER TREATMENT

PINNACOL ASSURANCE	18489320	04/06/2017	WATER TREATMENT - WATER	03-5-06-14211	17.56
XCEL ENERGY	53-1028550-4040717	04/07/2017	702 BELL AVE	03-5-06-33411	6,131.46
UPS	9W67Y1147	04/21/2017	SHIPPING	03-5-06-31651	19.60
CED, INC.	405657	04/21/2017	2 LAMP 54W BALLAST	03-5-06-34105	41.58
CED, INC.	405673	04/21/2017	T5 HO	03-5-06-34105	50.64
ACE HARDWARE OF ALAMOSA	56292	04/21/2017	NIPPLE SCH80 PVC/NIPPLE GALV	03-5-06-22791	4.28
ROY SANCHEZ	INV0005390	04/21/2017	REPLACEMENT CHECK - BOOT R...	03-5-06-37321	75.00
WEX BANK	49243797	04/17/2017	WTP	03-5-06-22111	73.01
OCPO	INV0005395	04/21/2017	TESTING - ROY SANCHEZ	03-5-06-22791	90.00
Department 06 - WATER TREATMENT Total:					6,503.13

Fund 03 - ENTERPRISE FUND Total: 863,029.91**Fund: 06 - CEMETERY ENDOWMENT****Department: 59 - CEMETERY ENDOWMENT**

LA GARITA MOUNTAIN NURSER...	201704	04/21/2017	2" NARROWLEAF COTTONWO...	06-5-59-43621	280.00
LA GARITA MOUNTAIN NURSER...	201704	04/21/2017	2" HACKBERRY	06-5-59-43621	280.00
LA GARITA MOUNTAIN NURSER...	201704	04/21/2017	2" SKYLINE HONEYLOCUST	06-5-59-43621	280.00
LA GARITA MOUNTAIN NURSER...	201704	04/21/2017	DELIVERY	06-5-59-43621	100.00
LA GARITA MOUNTAIN NURSER...	201704	04/21/2017	2" HOT WINGS TATARIAN MAP...	06-5-59-43621	280.00

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LA GARITA MOUNTAIN NURSER...	201704	04/21/2017	8' BLUE SPRUCE	06-5-59-43621	1,000.00
Department 59 - CEMETERY ENDOWMENT Total:					2,220.00
Fund 06 - CEMETERY ENDOWMENT Total:					2,220.00

Fund: 11 - CONSERVATION TRUST

Department: 60 - CONSERVATION TRUST

LA GARITA MOUNTAIN NURSER...	201704	04/21/2017	2" NARROWLEAF COTTONWO...	11-5-60-43941	560.00
LA GARITA MOUNTAIN NURSER...	201704	04/21/2017	2" HOT WINGS TATARIAN MAP...	11-5-60-43941	560.00
LA GARITA MOUNTAIN NURSER...	201704	04/21/2017	DELIVERY	11-5-60-43941	100.00
LA GARITA MOUNTAIN NURSER...	201704	04/21/2017	2" SPRING SNOW CRABAPPLE	11-5-60-43941	840.00
LA GARITA MOUNTAIN NURSER...	201704	04/21/2017	SENSATION BOXELDER MAPLE	11-5-60-43941	840.00
LA GARITA MOUNTAIN NURSER...	201704	04/21/2017	2" HACKBERRY	11-5-60-43941	560.00
LA GARITA MOUNTAIN NURSER...	201704	04/21/2017	2" SKYLINE HONEYLOCUST	11-5-60-43941	560.00
Department 60 - CONSERVATION TRUST Total:					4,020.00
Fund 11 - CONSERVATION TRUST Total:					4,020.00

Fund: 13 - EMPLOYEE BENEFIT

Department: 62 - EMPLOYEE BENEFIT

COMPANION VOLUNTARY LIFE	INV0005309	04/07/2017	APRIL DENTAL PREMIUM	13-5-62-14131	5,920.85
COMPANION VOLUNTARY LIFE	INV0005310	04/07/2017	LIFE, AD&D, STD, LTD FOR APRIL	13-5-62-14112	1,435.17
ALAMOSA STATE BANK-VISA	0777-04/07/17	04/07/2017	FRUIT - WELLNESS PROGRAM	13-5-62-14161	49.47
COLORADO CHOICE HEALTH PL...	INV0005339	04/06/2017	STOP LOSS PREMIUM	13-5-62-14111	16,346.58
COLORADO CHOICE HEALTH PL...	INV0005339	04/06/2017	ADMIN FEES	13-5-62-14141	2,152.75
COLORADO CHOICE HEALTH PL...	INV0005339	04/06/2017	PASS THRU	13-5-62-14141	20.37
COLORADO CHOICE HEALTH PL...	INV0005381	04/12/2017	MEDICAL	13-5-62-14131	6,851.28
COLORADO CHOICE HEALTH PL...	INV0005382	04/13/2017	COA RX	13-5-62-14131	12,279.15
COLORADO CHOICE HEALTH PL...	INV0005473	04/20/2017	MEDICAL	13-5-62-14131	15,315.74
COLORADO CHOICE HEALTH PL...	INV0005472	04/27/2017	COA RX 4/1/17 - 4/15/17	13-5-62-14131	7,730.95
Department 62 - EMPLOYEE BENEFIT Total:					68,102.31
Fund 13 - EMPLOYEE BENEFIT Total:					68,102.31

Fund: 19 - COMMUNITY RECREATION

Department: 00 - UNDESIGNATED

COLONIAL LIFE & ACCIDENT INS	INV0005346	04/13/2017	COLONIAL LIFE & ACCIDENT INS	19-2-00-82513	10.58
AFLAC	INV0005347	04/13/2017	AFLAC	19-2-00-82520	22.29
CONTINENTAL AMERICAN INSU...	INV0005348	04/13/2017	CONTINENTAL AMERICAN INSU...	19-2-00-82521	31.26
AFLAC	INV0005349	04/13/2017	AFLAC PT	19-2-00-82520	66.66
CONTINENTAL AMERICAN INSU...	INV0005350	04/13/2017	CONTINENTAL AMERICAN INSU...	19-2-00-82521	53.39
COMPANION VOLUNTARY LIFE	INV0005351	04/13/2017	COMPANION VOLUNTARY LIFE	19-2-00-82513	0.92
PERA	INV0005353	04/13/2017	PERA PAYABLE	19-2-00-82311	4,839.21
PERA	INV0005354	04/13/2017	PERA PAYABLE	19-2-00-82311	40.93
VOLUNTARY INVESTMENT PRO...	INV0005356	04/13/2017	401K PAYABLE	19-2-00-82414	50.00
COLORADO DEPARTMENT OF R...	INV0005375	04/13/2017	STATE WITHHOLDINGS	19-2-00-82211	547.00
UNITED STATES TREASURY	INV0005377	04/13/2017	FEDERAL WITHHOLDINGS	19-2-00-82111	1,480.33
UNITED STATES TREASURY	INV0005378	04/13/2017	MEDICARE TAXES	19-2-00-82111	652.26
COLONIAL LIFE & ACCIDENT INS	INV0005429	04/27/2017	COLONIAL LIFE & ACCIDENT INS	19-2-00-82513	10.58
AFLAC	INV0005430	04/27/2017	AFLAC	19-2-00-82520	22.29
CONTINENTAL AMERICAN INSU...	INV0005431	04/27/2017	CONTINENTAL AMERICAN INSU...	19-2-00-82521	31.26
AFLAC	INV0005432	04/27/2017	AFLAC PT	19-2-00-82520	66.66
CONTINENTAL AMERICAN INSU...	INV0005433	04/27/2017	CONTINENTAL AMERICAN INSU...	19-2-00-82521	53.39
COMPANION VOLUNTARY LIFE	INV0005434	04/27/2017	COMPANION VOLUNTARY LIFE	19-2-00-82513	0.92
PERA	INV0005436	04/27/2017	PERA PAYABLE	19-2-00-82311	4,946.87
PERA	INV0005437	04/27/2017	PERA PAYABLE	19-2-00-82311	35.81
VOLUNTARY INVESTMENT PRO...	INV0005439	04/27/2017	401K PAYABLE	19-2-00-82414	50.00
COLORADO DEPARTMENT OF R...	INV0005455	04/27/2017	STATE WITHHOLDINGS	19-2-00-82211	541.00
UNITED STATES TREASURY	INV0005456	04/27/2017	FEDERAL WITHHOLDINGS	19-2-00-82111	1,465.10
UNITED STATES TREASURY	INV0005457	04/27/2017	MEDICARE TAXES	19-2-00-82111	665.88
Department 00 - UNDESIGNATED Total:					15,684.59

Department: 52 - REC/CULTURE PROGRAMS

REYNOLDS ASH & ASSOCIATES	115186	04/21/2017	MULTI PURPOSE FACILITY	19-5-52-77675	11,750.00
Department 52 - REC/CULTURE PROGRAMS Total:					11,750.00

Expense Approval Report

Payable Dates: 04/01/2017 - 04/30/2017 Post Dates: 04/01/2017 - 04/30/2017 Payment Dates: 04/01/2017 - 05/15/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 54 - LIBRARY					
UNIQUE MANAGEMENT SERVIC...	443503	04/21/2017	COLLECTION EXPENSE - MARCH...	19-5-54-34511	50.00
INGRAM LIBRARY SERVICE	97928043	04/21/2017	AD BK ORDER MARCH	19-5-54-35101	48.70
GOBINS INC	111765	04/07/2017	LIBRARY COLOR	19-5-54-21151	153.73
GOBINS INC	111765	04/07/2017	LIBRARY	19-5-54-21151	22.32
DANNY GALLEGOS	INV0005311	04/07/2017	SUBSCRIPTION MARCH 2017 - ...	19-5-54-35101	209.40
PINNACOL ASSURANCE	18489320	04/06/2017	LIBRARY	19-5-54-14211	85.63
GE MONEY BANK/AMAZON	INV0005340	04/06/2017	LAMINATING POUCHES	19-5-54-21111	18.16
GE MONEY BANK/AMAZON	INV0005340	04/06/2017	CHALK MARKERS	19-5-54-21111	14.99
GE MONEY BANK/AMAZON	INV0005340	04/06/2017	COPY PAPER	19-5-54-21151	26.25
GE MONEY BANK/AMAZON	INV0005340	04/06/2017	COPY PAPER	19-5-54-21151	16.46
GE MONEY BANK/AMAZON	INV0005340	04/06/2017	SCOTCH GUARD FABRIC SPRAY	19-5-54-22791	21.92
GE MONEY BANK/AMAZON	INV0005340	04/06/2017	AV ORDER	19-5-54-35102	14.84
GE MONEY BANK/AMAZON	INV0005340	04/06/2017	AV ORDER	19-5-54-35102	13.00
GE MONEY BANK/AMAZON	INV0005340	04/06/2017	AV ORDER	19-5-54-35102	14.94
GE MONEY BANK/AMAZON	INV0005340	04/06/2017	AV ORDER	19-5-54-35102	14.17
GE MONEY BANK/AMAZON	INV0005340	04/06/2017	AV ORDER	19-5-54-35102	18.48
GE MONEY BANK/AMAZON	INV0005340	04/06/2017	AV ORDER	19-5-54-35102	188.59
GE MONEY BANK/AMAZON	INV0005340	04/06/2017	AV ORDER	19-5-54-35102	139.92
INGRAM LIBRARY SERVICE	98084286	04/12/2017	CREDIT	19-5-54-35101	-27.92
Department 54 - LIBRARY Total:					1,043.58
Department: 66 - COMMUNITY RECREATION					
GOBINS INC	111765	04/07/2017	P&R	19-5-66-35341	11.17
GOBINS INC	111765	04/07/2017	P&R COLOR	19-5-66-35341	171.67
SOLTURA ENERGY CAPITAL	INV0005342	04/04/2017	PARKS&REC SOLAR	19-5-66-33411	689.24
SHERWIN WILLIAMS	5330-9	04/21/2017	DISCOUNT/SALES TAX (SOCCER ...	19-5-66-32611	401.61
PINNACOL ASSURANCE	18489320	04/06/2017	PARKS	19-5-66-14211	859.27
TOTAL OFFICE SOLUTIONS	0280055-001	04/21/2017	PROTECTOR,SHT,LTR,TPLD,CR	19-5-66-21111	8.99
ACE HARDWARE OF ALAMOSA	56314	04/21/2017	POCKET HOSE TP BRASS 50'/ST...	19-5-66-22791	67.16
ACE HARDWARE OF ALAMOSA	56316	04/21/2017	O-RING/HEX BUSHING (PAINT &...	19-5-66-22791	3.13
ACE HARDWARE OF ALAMOSA	56340	04/21/2017	LETTER KIT 3"F/BOAS BLK/SIGN...	19-5-66-32611	26.96
COLORADO SPORTS	AAB024262	04/21/2017	PLASTIC WHISTLE (YOUTH SOCC...	19-5-66-32611	15.00
ALAMOSA YOUTH WRESTLING	INV0005384	04/11/2017	MARCH 25 SAGUACHE ENTRY F...	19-5-66-32611	355.00
ALAMOSA YOUTH WRESTLING	INV0005384	04/11/2017	MARCH 18 CENTER ENTRY FEES ...	19-5-66-32611	425.00
ALAMOSA YOUTH WRESTLING	INV0005384	04/11/2017	MARCH 11 MONTE VISTA ENTRY..	19-5-66-32611	455.00
ALAMOSA YOUTH WRESTLING	INV0005384	04/11/2017	MARCH 54 SALIDA ENTRY FEES -...	19-5-66-32611	415.00
ALAMOSA YOUTH WRESTLING	INV0005384	04/11/2017	APRIL 1 DEL NORTE ENTRY FEES ..	19-5-66-32611	420.00
TOTAL OFFICE SOLUTIONS	0280202-001	04/21/2017	BATTERY,PROCELL,AAA,24BX	19-5-66-22791	14.59
ACE HARDWARE OF ALAMOSA	56374	04/21/2017	TR WSH NEEDLE PT/HWH NEO ...	19-5-66-22791	23.83
EXTREME GRAPHICS	7658	04/21/2017	COMPOSITE ALUM SIGN	19-5-66-46130	220.00
VERIZON	INV0005380	04/13/2017	AR COMM ACT MNG	19-5-66-33211	52.36
VERIZON	INV0005380	04/13/2017	PARK REC LIBRARY DIR	19-5-66-33211	62.36
MATTHEW ABBEY	025959-2-375	04/21/2017	YOUTH ROCKETRY-REIMBURSE...	19-5-66-32611	93.08
Department 66 - COMMUNITY RECREATION Total:					4,790.42
Fund 19 - COMMUNITY RECREATION Total:					33,268.59
Grand Total:					4,565,576.81

Report Summary

Fund Summary

Fund	Payment Amount
02 - GENERAL FUND	3,594,936.00
03 - ENTERPRISE FUND	863,029.91
06 - CEMETERY ENDOWMENT	2,220.00
11 - CONSERVATION TRUST	4,020.00
13 - EMPLOYEE BENEFIT	68,102.31
19 - COMMUNITY RECREATION	33,268.59
Grand Total:	4,565,576.81

Account Summary

Account Number	Account Name	Payment Amount
02-1-00-71121	CASH IN BANK	3,367,988.00
02-2-00-81111	ACCOUNTS PAYABLE	625.21
02-2-00-82111	FEDERAL WITHHOLDING	29,667.82
02-2-00-82211	STATE WITHHOLDING	7,718.02
02-2-00-82311	PERA PENSION EMPLOYEE	23,926.25
02-2-00-82317	ICMA RETIREMENT-EMPL...	3,372.63
02-2-00-82319	POLICE PENSION-EMPLOY...	30,330.30
02-2-00-82321	POLICE UNION DUES	700.00
02-2-00-82414	VIP PERA 401K	1,797.46
02-2-00-82418	AR & GARNISHMENTS	1,630.30
02-2-00-82419	VALLEY ATHLETICS	40.00
02-2-00-82513	LIFE INSURANCE WITHHO...	701.60
02-2-00-82514	FPPA DEATH & DISABILITY	2,242.10
02-2-00-82517	PERA INSURANCE	31.00
02-2-00-82520	AFLAC INSURANCE	1,280.66
02-2-00-82521	CAIC INSURANCE	755.58
02-2-00-82523	FSA-HEALTH	2,823.58
02-4-00-66111	GF MUNICIPAL COURT FI...	500.00
02-4-00-66112	RESTITUTION PAYMENTS	198.00
02-4-00-66113	VICTIM'S ASSISTANCE	346.43
02-5-10-14211	WORKMENS COMPENSAT...	16.73
02-5-10-32111	TRAVEL & CONFERENCES	1,462.97
02-5-12-14211	WORKMENS COMPENSAT...	40.34
02-5-12-32111	TRAVEL & CONFERENCES	656.48
02-5-12-32311	MEMBERSHIP & DUES	200.00
02-5-12-37995	JAIL FEES	9,338.91
02-5-12-39602	LEGAL-SERVICES	35.00
02-5-13-14211	WORKMENS COMPENSAT...	64.78
02-5-14-14211	WORKMENS COMPENSAT...	28.24
02-5-14-21211	CODE SUPPLEMENTS	950.00
02-5-14-22791	MISCELLANEOUS SUPPLIES	52.36
02-5-14-32311	MEMBERSHIP & DUES	160.00
02-5-14-33121	LEGAL ADVERTISING	66.00
02-5-15-21111	GENERAL OFFICE SUPPLIES	20.66
02-5-15-31961	RECRUITMENT/TESTING ...	1,614.90
02-5-15-32211	TUITION & TRAINING	199.00
02-5-15-32311	MEMBERSHIP & DUES	180.91
02-5-15-35501	OTHER EXPENSES	6.65
02-5-15-45311	SUPPLIES-SLV HAZARDOUS	132.49
02-5-16-14211	WORKMENS COMPENSAT...	125.01
02-5-16-21111	GENERAL OFFICE SUPPLIES	94.86
02-5-16-21131	POSTAGE	3,000.00
02-5-16-22791	MISCELLANEOUS SUPPLIES	36.00
02-5-17-21151	PHOTOCOPIES	363.41
02-5-17-22791	MISCELLANEOUS SUPPLIES	143.30
02-5-17-33211	TELEPHONE	493.72
02-5-17-33411	ELECTRICAL/GAS SERVICES	6,532.33

Account Summary

Account Number	Account Name	Payment Amount
02-5-17-35103	OUTSIDE AGENCY FUNDI...	5,000.00
02-5-17-35105	SPONSORSHIP	4,000.00
02-5-17-44251	COPIER LEASE PAYMENTS	1,279.83
02-5-17-51101	ECON DEV	2,420.00
02-5-18-14211	WORKMENS COMPENSAT...	16.73
02-5-18-22111	GAS & OIL	109.69
02-5-18-32111	TRAVEL & CONFERENCES	709.45
02-5-18-33202	WIRELESS SERVICE	62.36
02-5-18-35100	OFFICE EQUIP/FURN/FIXT	188.91
02-5-18-35111	VEHICLE REPAIR	365.95
02-5-18-48101	IT-HARDWARE	1,847.40
02-5-18-48102	IT-SOFTWARE	366.96
02-5-18-70241	COMPUTER HARDWARE	3,768.26
02-5-20-14211	WORKMENS COMPENSAT...	521.45
02-5-20-32111	TRAVEL & CONFERENCES	265.29
02-5-20-32211	TUITION & TRAINING	350.00
02-5-21-14151	MEDICARE	158.46
02-5-21-14211	WORKMENS COMPENSAT...	6,828.47
02-5-21-21111	GENERAL OFFICE SUPPLIES	361.01
02-5-21-22111	GAS & OIL	3,113.69
02-5-21-22791	MISCELLANEOUS SUPPLIES	655.00
02-5-21-31641	CANINE SERVICES	330.99
02-5-21-32211	TUITION & TRAINING	1,178.00
02-5-21-33211	TELEPHONE	92.37
02-5-21-33411	ELECTRICAL/GAS SERVICES	216.52
02-5-21-34105	BLDG MAINT/REPAIR	18.00
02-5-21-35111	VEHICLE REPAIR	109.34
02-5-21-35391	RADIO EQUIP REPAIR & ...	164.12
02-5-21-35505	AMMO/RANGE	3.70
02-5-21-35509	TRAINING FOUNDATION	1,425.80
02-5-21-37321	UNIFORM ALLOWANCE	282.00
02-5-21-45103	SUPPLIES-CRIME PREVENT	500.00
02-5-21-70111	VEHICLE REPLACEMENT	29,896.88
02-5-22-14211	WORKMENS COMPENSAT...	698.46
02-5-22-21121	LITERATURE-BOOKS	237.00
02-5-22-22111	GAS & OIL	214.56
02-5-22-22791	MISCELLANEOUS SUPPLIES	16.32
02-5-22-33211	TELEPHONE	141.84
02-5-22-35111	VEHICLE REPAIR	185.05
02-5-22-35211	BLDG MAINT/REPAIR	111.88
02-5-22-35351	RADIO EQUIP/REPAIR & ...	2,337.00
02-5-22-38833	OPERATING MACHINES & ...	4,261.30
02-5-22-41101	EQUIPMENT-REPAIR & M...	869.00
02-5-23-14211	WORKMENS COMPENSAT...	273.79
02-5-23-22111	GAS & OIL	267.46
02-5-23-31661	VETERINARY SERVICES	1,500.00
02-5-30-14211	WORKMENS COMPENSAT...	125.01
02-5-30-22111	GAS & OIL	132.01
02-5-30-22791	MISCELLANEOUS SUPPLIES	226.86
02-5-30-31411	ENGINEERING SERVICES	500.00
02-5-30-32111	TRAVEL & CONFERENCES	12.50
02-5-31-14211	WORKMENS COMPENSAT...	1,771.26
02-5-31-22111	GAS & OIL	2,199.83
02-5-31-22791	MISCELLANEOUS SUPPLIES	83.96
02-5-31-23511	STREET MATERIAL/REPAIR	578.93
02-5-31-33411	ELECTRICAL/GAS SERVICES	406.85
02-5-31-37321	UNIFORM ALLOWANCE	75.00
02-5-31-45602	TRAFFIC CONTROL SUPPLI...	127.70

Account Summary

Account Number	Account Name	Payment Amount
02-5-35-14211	WORKMENS COMPENSAT...	130.62
02-5-35-22111	GAS & OIL	165.83
02-5-35-22791	MISCELLANEOUS SUPPLIES	52.36
02-5-35-35111	VEHICLE REPAIR	71.51
02-5-36-14211	WORKMENS COMPENSAT...	910.88
02-5-36-22111	GAS & OIL	74.05
02-5-36-22791	MISCELLANEOUS SUPPLIES	19.00
02-5-36-33411	ELECTRICAL/GAS SERVICES	863.27
02-5-36-35112	OUTSIDE SERVICES	-18.32
02-5-36-37941	TOOL EXPENSE	55.53
02-5-36-45502	GASOLINE	150.50
02-5-50-14211	WORKMENS COMPENSAT...	594.98
02-5-50-22791	MISCELLANEOUS SUPPLIES	44.22
02-5-50-33211	TELEPHONE	29.16
02-5-50-35211	BLDG MAINT/REPAIR	40.00
02-5-51-14211	WORKMENS COMPENSAT...	1,010.46
02-5-51-22111	GAS & OIL	570.55
02-5-51-22791	MISCELLANEOUS SUPPLIES	498.94
02-5-51-32111	TRAVEL & CONFERENCES	120.00
02-5-51-33211	TELEPHONE	87.48
02-5-51-33411	ELECTRICAL/GAS SERVICES	1,854.73
02-5-51-35104	OUTSIDE SVS	300.00
02-5-51-35111	VEHICLE REPAIR	101.36
02-5-51-35211	BLDG MAINT/REPAIR	21.18
02-5-51-41101	EQUIPMENT-REPAIR & M...	537.52
03-2-00-67501	REFUNDS PAYABLE HOLD...	35.26
03-2-00-81823	BOND PAYABLE-WATER P...	276,000.00
03-2-00-82111	FEDERAL WITHHOLDING	6,342.14
03-2-00-82211	STATE WITHHOLDING	1,662.98
03-2-00-82311	PERA PENSION EMPLOYEE	12,542.02
03-2-00-82414	VIP PERA 401K	1,112.77
03-2-00-82513	LIFE INSURANCE WITHHO...	237.10
03-2-00-82517	PERA INSURANCE	23.26
03-2-00-82520	AFLAC INSURANCE	54.72
03-5-01-14211	WORKMENS COMPENSAT...	118.15
03-5-01-22111	GAS & OIL	447.06
03-5-01-22791	MISCELLANEOUS SUPPLIES	579.81
03-5-01-33411	ELECTRICAL/GAS SERVICES	8,043.74
03-5-01-35111	VEHICLE REPAIR	-16.82
03-5-01-72335	AUGMENTATION PLAN	510,812.00
03-5-02-14211	WORKMENS COMPENSAT...	1,110.55
03-5-02-22111	GAS & OIL	518.57
03-5-02-33411	ELECTRICAL/GAS SERVICES	1,578.67
03-5-03-14211	WORKMENS COMPENSAT...	1,892.33
03-5-03-22111	GAS & OIL	3,043.72
03-5-03-22791	MISCELLANEOUS SUPPLIES	72.11
03-5-03-33411	ELECTRICAL/GAS SERVICES	718.19
03-5-03-35111	VEHICLE REPAIR	433.09
03-5-03-37321	UNIFORM ALLOWANCE	75.00
03-5-03-37931	LANDFILL FEES	8,866.19
03-5-03-37932	RECYCLING	4,166.56
03-5-05-14211	WORKMENS COMPENSAT...	132.12
03-5-05-22111	GAS & OIL	43.83
03-5-05-22791	MISCELLANEOUS SUPPLIES	12.58
03-5-05-31651	LAB SERVICES-TESTING	271.12
03-5-05-31681	DISCHARGE PERMIT FEES	2,700.00
03-5-05-33411	ELECTRICAL/GAS SERVICES	12,822.96
03-5-05-37321	UNIFORM ALLOWANCE	75.00

Account Summary

Account Number	Account Name	Payment Amount
03-5-06-14211	WORKMENS COMPENSAT...	17.56
03-5-06-22111	GAS & OIL	73.01
03-5-06-22791	MISCELLANEOUS SUPPLIES	94.28
03-5-06-31651	LAB SERVICES-TESTING	19.60
03-5-06-33411	ELECTRICAL/GAS SERVICES	6,131.46
03-5-06-34105	BLDG MAINT/REPAIR	92.22
03-5-06-37321	UNIFORM ALLOWANCE	75.00
06-5-59-43621	CEMETERY IMPROVEMEN...	2,220.00
11-5-60-43941	LANDSCAPE AND TREES	4,020.00
13-5-62-14111	MAJOR MEDICAL PREMI...	16,346.58
13-5-62-14112	MEDICAL PREM-LIFE/AD...	1,435.17
13-5-62-14131	MEDICAL SELF-INSURANCE	48,097.97
13-5-62-14141	INSURANCE ADMINISTRAT..	2,173.12
13-5-62-14161	WELLNESS	49.47
19-2-00-82111	FEDERAL WITHHOLDING	4,263.57
19-2-00-82211	STATE WITHHOLDING	1,088.00
19-2-00-82311	PERA PENSION EMPLOYEE	9,862.82
19-2-00-82414	VIP PERA 401K	100.00
19-2-00-82513	LIFE INSURANCE WITHHO...	23.00
19-2-00-82520	AFLAC INSURANCE	177.90
19-2-00-82521	CAIC INSURANCE	169.30
19-5-52-77675	ARCHITECTURAL & ENGIN...	11,750.00
19-5-54-14211	WORKMENS COMPENSAT...	85.63
19-5-54-21111	GENERAL OFFICE SUPPLIES	33.15
19-5-54-21151	PHOTOCOPIES	218.76
19-5-54-22791	MISCELLANEOUS SUPPLIES	21.92
19-5-54-34511	COLLECTION EXPENSE	50.00
19-5-54-35101	LIBRARY MATERIALS: PRI...	230.18
19-5-54-35102	LIBRARY MATERIALS: NON...	403.94
19-5-66-14211	WORKMENS COMPENSAT...	859.27
19-5-66-21111	GENERAL OFFICE SUPPLIES	8.99
19-5-66-22791	MISCELLANEOUS SUPPLIES	108.71
19-5-66-32611	RECREATION PROGRAMS	2,606.65
19-5-66-33211	TELEPHONE	114.72
19-5-66-33411	ELECTRICAL/GAS SERVICES	689.24
19-5-66-35341	MAINTENANCE AGREEM...	182.84
19-5-66-46130	SPECIAL PROJECTS	220.00
	Grand Total:	4,565,576.81

Project Account Summary

Project Account Key	Payment Amount
None	4,565,576.81
Grand Total:	4,565,576.81



Payroll Set: 01-City of Alamosa

Pay Code	Description	# of Payments	Units	Pay Amount
00	SALARY	51	3,122.00	106,079.24
01C	RETROACTIVE RAISE	2	0.00	180.39
01E	PARKS & REC PAY	51	160.00	10,227.80
1	REGULAR HOURLY PAY	182	10,963.71	184,752.64
11	OVERTIME PAY	103	311.63	8,711.50
11A	RETRO. RAISE OVERTIME	2	0.00	15.96
12	CONTRACT OT	1	3.50	95.55
13	PHONE ALLOWANCE	1	0.00	65.00
14	VEHICLE ALLOWANCE	1	0.00	500.00
15	SHIFT DIFFERENTIAL	27	1,204.03	26,414.44
17	COURT	15	36.00	1,092.48
18	DUI OT (LEAF)	9	71.33	2,174.25
19	FULL OVERTIME	1	2.42	71.73
21	VACATION PAY	38	516.20	9,442.47
22	SICK PAY	30	303.13	5,394.12
23	COMP USED	25	141.03	2,431.23
25	ADMINISTRATIVE LEAVE	2	12.00	0.00
26	PERSONAL DAYS	12	105.10	1,773.99
27	BEREAVEMENT	1	25.00	304.50
30	FIRE PER CALL PAY	31	0.00	8,834.00
31	FIRE SALARY	7	0.00	1,459.18
34	INVESTIGATIONS CALL-OUT	1	13.70	531.42
35	CLICK-IT-OR-TICKET OT	5	35.52	1,093.98
38	IN-KIND OT	1	3.40	117.25
43	COMP EARNED	22	87.66	0.00
63	UNIFORM ALLOWANCE	2	0.00	130.00
70	SICK (EXEMPT)	5	103.00	0.00
71	VACATION (EXEMPT)	6	73.00	0.00
72	PERSONAL (EXEMPT)	2	16.00	0.00
Report Total:			17,309.36	371,893.12

**ALAMOSA CITY COUNCIL
COUNCIL COMMUNICATION**

Subject/Title:

April 2017 Finance Monthly Report

ATTACHMENTS:

Description	Type
📎 April 2017 Finance Monthly Report	Cover Memo

COUNCIL COMMUNICATION

DATE May 17, 2017	AGENDA NO.	SUBJECT: Finance Monthly Report for April 2017
Department Head: Judy Kelloff, CPA		
City Manager: Heather Brooks		
PRESENTED BY: Heather Brooks		

Recommendation

Staff respectfully recommends that Council accept the Monthly Financial Report for April 2017.

Background

Attached for your review and information is the Monthly Financial Report for April 2017. The report is for all City Funds. The report shows the fiscal and period activity within the same report, making it easier to read and understand the City's current position. The accounts have been reconciled to the bank.

General Fund Revenue

Total revenue for the General Fund for the month was \$573,747.36. The City received payment for the 1.2% Sales Tax from the County in the amount of \$204,098.12. Sales Tax (general) revenue for the month total was \$219,567.56. Total revenue year to date total is \$2,666,453.16.

General Fund Expenditures

Total expenditures for the General Fund for the month were \$632,017.95. Total expenditures year to date are \$2,465,833.95.

Enterprise Fund Revenue

Revenue for the Enterprise Fund for the month was \$269,559. Year to date revenue is \$1,039,958.57.

Enterprise Fund Expenditures

Expenditures for the Enterprise Fund for the month were \$253,451.40. Year to date expenditures are \$1,046,101.93.

Retail Sales Tax Licenses

There were 6 sales tax licenses added and 2 terminated this month.



Alamosa, CO

Balance Sheet

Account Summary

As Of 04/30/2017

Account	Name	Balance
Fund: 02 - GENERAL FUND		
Assets		
02-1-00-71121	CASH IN BANK	-8,332,315.93
02-1-00-71135	PETTY CASH	50.00
02-1-00-71611	INVESTMENTS	7,621,724.08
02-1-00-71612	INVESTMENTS- C SAFE	1,589,055.46
02-1-00-71625	FLATIRONS BANK - 13001361	96,000.00
02-1-00-71627	RGS & L ASSN - 02-22799406	100,000.00
02-1-00-71638	OPPENHEIMER	770,933.03
02-1-00-71639	SLV FEDERAL-	368,341.45
02-1-00-71640	SHORT TERM INVESTMENTS	743,199.52
02-1-00-71641	DEL NORTE FEDERAL	768,820.63
02-1-00-71642	DTF HOLDINGS	13,186.15
02-1-00-71643	EVIDENCE HOLDING	45,206.73
02-1-00-72141	FRANCHISE TAX RECEIVABLE	50,445.47
02-1-00-72151	SALES TAXES RECEIVABLE	813,777.65
02-1-00-72152	PROPERTY TAX RECEIVABLE	511,384.67
02-1-00-72153	HIGHWAY USERS TAX RECEIVABLE	20,633.08
02-1-00-72154	CIGARETTE TAX RECEIVABLE	3,189.76
02-1-00-72181	ACCOUNTS RECEIVABLE	64,953.65
02-1-00-72190	ACCT REC INVOICES	49,911.87
02-2-00-83101	NSF RECEIVABLES	3,475.07
	Total Assets:	5,301,972.34
		5,301,972.34
Liability		
02-2-00-81110	A/P CURRENT	-4,944.64
02-2-00-81111	ACCOUNTS PAYABLE	9,801.90
02-2-00-81211	EVIDENCE HOLDING PAYABLE	45,145.14
02-2-00-81212	DTF HOLDINGS	13,186.15
02-2-00-81911	DEFERRED REVENUE	511,384.67
02-2-00-81915	A/R UNAPPLIED CREDIT	-279.37
02-2-00-82111	FEDERAL WITHHOLDING	158.46
02-2-00-82120	UNEMPLOYMENT TAX	741.90
02-2-00-82420	GOLF MEMBERSHIP	-2,298.00
02-2-00-82523	FSA-HEALTH	-1,593.25
02-2-00-83300	CREDIT CARD PMTS DEFERRED	898.64
02-2-00-99999	PRIOR YEAR ADJUSTMENTS	98,525.26
	Total Liability:	670,726.86
Equity		
02-3-00-95511	FUND BALANCE	4,183,316.27
02-3-00-95513	RESERVE FOR TABOR	247,310.00
	Total Beginning Equity:	4,430,626.27
Total Revenue		2,666,453.16
Total Expense		2,465,833.95
Revenues Over/Under Expenses		200,619.21
	Total Equity and Current Surplus (Deficit):	4,631,245.48
	Total Liabilities, Equity and Current Surplus (Deficit):	5,301,972.34

Balance Sheet
As Of 04/30/2017

Account	Name	Balance	
Fund: 03 - ENTERPRISE FUND			
Assets			
03-1-00-71121	CASH IN BANK	-3,822,759.06	
03-1-00-72112	ALLOWANCE FOR DOUBTFUL ACCTS	5,658.41	
03-1-00-72184	ACCTS REC - WATER	20,142.69	
03-1-00-72185	ACCTS REC - SEWER	18,989.73	
03-1-00-72186	ACCTS REC - TRASH	19,185.32	
03-1-00-73111	MATERIAL & SUPPLIES INVENTORY	185,789.15	
03-1-00-77211	BUILDINGS	158,515.32	
03-1-00-77213	WASTEWATER TREATMENT PLANT	8,815,907.13	
03-1-00-77231	STORAGE BUILDINGS	6,090.00	
03-1-00-77411	WATER MAIN	21,632,171.72	
03-1-00-77415	INVESTMENT IN WATER TOWER	3,085,480.54	
03-1-00-77416	RANCH	500,000.00	
03-1-00-77417	LAND	363,714.00	
03-1-00-77421	WATER WELLS	1,068,070.11	
03-1-00-77422	WATER SHARES-AUGMENTATION	525,000.00	
03-1-00-77431	SEWER IMPROVEMENTS	6,871,285.97	
03-1-00-77451	G O WELL	29,247.87	
03-1-00-77611	VEHICLES	260,229.53	
03-1-00-77612	EQUIPMENT-WATER	647,322.75	
03-1-00-77613	EQUIPMENT-SEWER	653,755.08	
03-1-00-77614	EQUIPMENT-SANITATION	825,538.34	
03-1-00-77615	VEHICLES-SANITATION	619,958.60	
03-1-00-77671	METERS	475,694.66	
03-1-00-77911	ACCUMULATED DEPRECIATION	-19,002,127.55	
03-1-00-99999	DEFERRED OUTFLOWS OF RESOURCES	179,682.00	
03-2-00-67501	REFUNDS PAYABLE HOLDING ACCT	895.55	
03-2-00-72188	UTILITY DEPOSITS	-16,750.00	
	Total Assets:	24,126,687.86	<u>24,126,687.86</u>
Liability			
03-2-00-81110	A/P CURRENT	0.01	
03-2-00-81112	UTILITY UNAPPLIED CREDITS	12,610.27	
03-2-00-81113	SALES TAX UNAPPLIED CREDITS	300.97	
03-2-00-81822	BOND PAYABLE-WATER PROJECTS	4,024,000.00	
03-2-00-81823	BOND PAYABLE-WATER PROJECTS CURRENT	276,000.00	
03-2-00-81853	COMPENSATED ABSENCES PAYABLE	81,225.47	
03-2-00-82120	UNEMPLOYMENT TAX	173.53	
03-2-00-82513	LIFE INSURANCE WITHHOLDINGS	89.64	
03-2-00-99998	NET PENSION LIABILITY	1,036,967.00	
	Total Liability:	5,431,366.89	
Equity			
03-3-00-91125	CONTR CAP FROM STATE GOVT	701,039.51	
03-3-00-91141	CONTR CAP - CUSTOMER	1,234,945.20	
03-3-00-91151	CONTR CAP-CDBG	1,462,679.96	
03-3-00-91161	CONTRIBUTED CAPITAL-GOVERNMENT	4,866,179.51	
03-3-00-95511	FUND BALANCE	11,209,626.15	
03-3-00-95513	RESERVE FOR TABOR	27,816.00	
03-3-00-99999	RETAINED EARNINGS	-800,822.00	
	Total Beginning Equity:	18,701,464.33	
Total Revenue		1,039,958.57	
Total Expense		1,046,101.93	
Revenues Over/Under Expenses		-6,143.36	
Total Equity and Current Surplus (Deficit):		18,695,320.97	
Total Liabilities, Equity and Current Surplus (Deficit):			<u>24,126,687.86</u>

Balance Sheet

As Of 04/30/2017

Account	Name	Balance	
Fund: 04 - CAPITAL IMPROVEMENTS			
Assets			
04-1-00-71121	CASH IN BANK	1,822,965.58	
	Total Assets:	1,822,965.58	<u>1,822,965.58</u>
Liability			
	Total Liability:	0.00	
Equity			
04-3-00-95511	FUND BALANCE	1,729,365.58	
04-3-00-95512	FUND BALANCE DESIGNATED	93,600.00	
	Total Beginning Equity:	1,822,965.58	
Total Revenue		0.00	
Total Expense		0.00	
Revenues Over/Under Expenses		0.00	
	Total Equity and Current Surplus (Deficit):	1,822,965.58	
	Total Liabilities, Equity and Current Surplus (Deficit):		<u>1,822,965.58</u>

Balance Sheet

As Of 04/30/2017

Account	Name	Balance	
Fund: 06 - CEMETERY ENDOWMENT			
Assets			
06-1-00-71121	CASH IN BANK	145,260.20	
	Total Assets:	145,260.20	145,260.20
Liability			
	Total Liability:	0.00	
Equity			
06-3-00-95511	FUND BALANCE	151,189.40	
06-3-00-95512	FUND BALANCE DESIGNATED	8,000.00	
	Total Beginning Equity:	159,189.40	
Total Revenue		5,150.00	
Total Expense		19,079.20	
Revenues Over/Under Expenses		-13,929.20	
	Total Equity and Current Surplus (Deficit):	145,260.20	
	Total Liabilities, Equity and Current Surplus (Deficit):		145,260.20

Balance Sheet

As Of 04/30/2017

Account	Name	Balance	
Fund: 09 - FIREMEN'S PENSION			
Assets			
09-1-00-71121	CASH IN BANK	-39,441.84	
09-1-00-72152	PROPERTY TAX RECEIVABLE	39,463.77	
	Total Assets:	21.93	21.93
Liability			
09-2-00-81911	DEFERRED REVENUE	39,463.77	
	Total Liability:	39,463.77	
Equity			
09-3-00-95511	FUND BALANCE	-53,666.85	
	Total Beginning Equity:	-53,666.85	
Total Revenue		14,225.01	
Total Expense		0.00	
Revenues Over/Under Expenses		14,225.01	
	Total Equity and Current Surplus (Deficit):	-39,441.84	
	Total Liabilities, Equity and Current Surplus (Deficit):		21.93

Balance Sheet

As Of 04/30/2017

Account	Name	Balance	
Fund: 11 - CONSERVATION TRUST			
Assets			
11-1-00-71121	CASH IN BANK	145,275.16	
	Total Assets:	145,275.16	145,275.16
Liability			
	Total Liability:	0.00	
Equity			
11-3-00-95511	FUND BALANCE	119,412.12	
11-3-00-95512	FUND BALANCE DESIGNATED	9,000.00	
	Total Beginning Equity:	128,412.12	
Total Revenue		21,425.96	
Total Expense		4,562.92	
Revenues Over/Under Expenses		16,863.04	
	Total Equity and Current Surplus (Deficit):	145,275.16	
	Total Liabilities, Equity and Current Surplus (Deficit):		145,275.16

Balance Sheet

As Of 04/30/2017

Account	Name	Balance
Fund: 12 - ACLC DEBT SERVICE		
Assets		
12-1-00-71121	CASH IN BANK	-376,648.46
12-1-00-71140	CASH WITH TRUSTEE	13.90
12-1-00-71145	CASH WITH TRUSTEE-CITY COMPLEX	489,693.63
	Total Assets:	113,059.07
		<u>113,059.07</u>
Liability		
	Total Liability:	0.00
Equity		
12-3-00-95511	FUND BALANCE	492,827.38
	Total Beginning Equity:	492,827.38
Total Revenue		181.69
Total Expense		379,950.00
Revenues Over/Under Expenses		-379,768.31
	Total Equity and Current Surplus (Deficit):	113,059.07
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>113,059.07</u>

Balance Sheet

As Of 04/30/2017

Account	Name	Balance	
Fund: 13 - EMPLOYEE BENEFIT			
Assets			
13-1-00-71121	CASH IN BANK	1,196,235.98	
	Total Assets:	1,196,235.98	<u>1,196,235.98</u>
Liability			
13-2-00-81111	ACCOUNTS PAYABLE	40,783.62	
	Total Liability:	40,783.62	
Equity			
13-3-00-95511	FUND BALANCE	1,110,903.82	
	Total Beginning Equity:	1,110,903.82	
Total Revenue		384,276.67	
Total Expense		339,728.13	
Revenues Over/Under Expenses		44,548.54	
	Total Equity and Current Surplus (Deficit):	1,155,452.36	
	Total Liabilities, Equity and Current Surplus (Deficit):		<u>1,196,235.98</u>

Balance Sheet

As Of 04/30/2017

Account	Name	Balance
Fund: 19 - COMMUNITY RECREATION		
Assets		
19-1-00-71121	CASH IN BANK	694,543.42
19-1-00-71135	PETTY CASH	280.00
19-1-00-71619	AIG - RECREATION TRUST FUND	181,164.17
	Total Assets:	875,987.59
		<u>875,987.59</u>
Liability		
19-2-00-81110	A/P CURRENT	-577.82
19-2-00-82120	UNEMPLOYMENT TAX	137.05
	Total Liability:	-440.77
Equity		
19-3-00-95511	FUND BALANCE	739,851.26
19-3-00-95512	FUND BALANCE DESIGNATED	58,520.00
	Total Beginning Equity:	798,371.26
Total Revenue		522,041.41
Total Expense		443,984.31
Revenues Over/Under Expenses		78,057.10
	Total Equity and Current Surplus (Deficit):	876,428.36
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>875,987.59</u>

Balance Sheet

As Of 04/30/2017

Account	Name	Balance
Fund: 20 - CAPITAL PROJECTS		
Assets		
	Total Assets:	0.00
		<u>0.00</u>
Liability		
	Total Liability:	0.00
Equity		
	Total Beginning Equity:	0.00
Total Revenue		0.00
Total Expense		0.00
Revenues Over/Under Expenses		<u>0.00</u>
	Total Equity and Current Surplus (Deficit):	0.00
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>0.00</u>

Balance Sheet

As Of 04/30/2017

Account	Name	Balance	
Fund: 31 - ENTERPRISE DEBT FUND			
Assets			
31-1-00-71121	CASH IN BANK	13,078,479.36	
	Total Assets:	13,078,479.36	<u>13,078,479.36</u>
Liability			
31-2-00-81820	NOTE PAYABLE	6,988,858.29	
	Total Liability:	6,988,858.29	
Equity			
31-3-00-95511	FUND BALANCE	6,084,455.77	
	Total Beginning Equity:	6,084,455.77	
Total Revenue		412,913.37	
Total Expense		407,748.07	
Revenues Over/Under Expenses		5,165.30	
	Total Equity and Current Surplus (Deficit):	6,089,621.07	
	Total Liabilities, Equity and Current Surplus (Deficit):		<u>13,078,479.36</u>

Balance Sheet

As Of 04/30/2017

Account	Name	Balance
Fund: 54 - DRUG TASK FORCE		
Assets		
	Total Assets:	0.00
		<u>0.00</u>
Liability		
	Total Liability:	0.00
Equity		
	Total Beginning Equity:	0.00
Total Revenue		0.00
Total Expense		0.00
Revenues Over/Under Expenses		<u>0.00</u>
	Total Equity and Current Surplus (Deficit):	0.00
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>0.00</u>

Balance Sheet

As Of 04/30/2017

Account	Name	Balance	
Fund: 99 - POOLED CASH			
Assets			
99-1-00-71111	POOLED CASH	4,511,594.41	
99-1-00-72602	DUE FROM GENERAL FUND	-238,773.64	
99-1-00-72603	DUE FROM ENTERPRISE FUND	0.01	
99-1-00-72611	DUE FROM OTHER FUNDS	233,829.31	
99-1-00-72619	DUE FROM COMMUNITY REC	-532.82	
	Total Assets:	4,506,117.27	<u>4,506,117.27</u>
Liability			
99-2-00-81111	ACCOUNTS PAYABLE	-5,332.64	
99-2-00-82512	DUE TO OTHER FUNDS	4,511,449.91	
	Total Liability:	4,506,117.27	
Equity			
	Total Beginning Equity:	0.00	
Total Revenue		0.00	
Revenues Over/Under Expenses		0.00	
	Total Equity and Current Surplus (Deficit):	0.00	
	Total Liabilities, Equity and Current Surplus (Deficit):		<u>4,506,117.27</u>



Alamosa, CO

Budget Report

Account Summary

For Fiscal: 2017 Period Ending: 04/30/2017

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 02 - GENERAL FUND							
Department: 00 - UNDESIGNATED							
02-4-00-61111	GENERAL PROPERTY TAXES	496,870.00	496,870.00	36,759.97	180,329.63	-316,540.37	63.71 %
02-4-00-61211	SPECIFIC OWNERSHIP TAXES	61,300.00	61,300.00	771.60	16,694.66	-44,605.34	72.77 %
02-4-00-61311	GENERAL SALES TAX	2,442,000.00	2,442,000.00	217,392.15	851,589.67	-1,590,410.33	65.13 %
02-4-00-61312	CONSTRUCTION USE TAX REVENUE	65,480.00	65,480.00	2,175.41	7,828.03	-57,651.97	88.05 %
02-4-00-61321	GENERAL SALES 1.2%	3,176,800.00	3,176,800.00	204,098.12	1,017,875.77	-2,158,924.23	67.96 %
02-4-00-61411	CIGARETTE TAX	33,800.00	33,800.00	2,192.46	9,368.04	-24,431.96	72.28 %
02-4-00-61511	ELECTRIC FRANCHISE	207,650.00	207,650.00	16,649.47	73,563.08	-134,086.92	64.57 %
02-4-00-61521	OCCUPATIONAL TELEPHONE TAX	10,600.00	10,600.00	1,991.21	4,074.86	-6,525.14	61.56 %
02-4-00-61531	TELEVISION FRANCHISE	71,100.00	71,100.00	0.00	16,730.91	-54,369.09	76.47 %
02-4-00-61541	GAS FRANCHISE	116,790.00	116,790.00	12,261.14	56,613.48	-60,176.52	51.53 %
02-4-00-61612	PMT IN LIEU OF TAXES	33,300.00	33,300.00	0.00	0.00	-33,300.00	100.00 %
02-4-00-62121	GF PERMITS (ALL TYPES)	40,700.00	40,700.00	4,640.20	14,915.20	-25,784.80	63.35 %
02-4-00-62211	GF LIQUOR LICENSES AND FEES	13,600.00	13,600.00	575.00	6,700.00	-6,900.00	50.74 %
02-4-00-62221	GF SALES TAX LICENSES	15,000.00	15,000.00	290.00	4,240.00	-10,760.00	71.73 %
02-4-00-62231	GF CONTRACTORS LICENSES	3,500.00	3,500.00	135.00	795.00	-2,705.00	77.29 %
02-4-00-62251	GF DOG LICENSES/POUND FEES	1,000.00	1,000.00	74.00	516.00	-484.00	48.40 %
02-4-00-63162	STATE GRANTS	200,000.00	200,000.00	0.00	29,144.00	-170,856.00	85.43 %
02-4-00-63511	GF STATE MOTOR VEH REG	28,500.00	28,500.00	0.00	5,930.02	-22,569.98	79.19 %
02-4-00-63521	GF STATE HWY USERS TAX	262,800.00	262,800.00	21,245.18	85,349.97	-177,450.03	67.52 %
02-4-00-63611	GF ALA CO ROAD & BRIDGE	6,600.00	6,600.00	537.94	2,662.25	-3,937.75	59.66 %
02-4-00-63684	PD GRANT- OTHERS	28,510.00	28,510.00	5,228.05	6,517.40	-21,992.60	77.14 %
02-4-00-64121	02 CEMETERY OPEN/CLOSE FEES	8,240.00	8,240.00	1,675.00	5,255.00	-2,985.00	36.23 %
02-4-00-64211	SPECIAL POLICE OVERTIME	36,050.00	36,050.00	25.00	25,025.00	-11,025.00	30.58 %
02-4-00-64392	MISCELLANEOUS FLEET MNX	5,150.00	5,150.00	0.00	0.00	-5,150.00	100.00 %
02-4-00-66111	GF MUNICIPAL COURT FINES	315,200.00	315,200.00	15,968.90	58,429.73	-256,770.27	81.46 %
02-4-00-66112	RESTITUTION PAYMENTS	2,500.00	2,500.00	-116.24	15.76	-2,484.24	99.37 %
02-4-00-66113	VICTIM'S ASSISTANCE	2,500.00	2,500.00	204.91	551.34	-1,948.66	77.95 %
02-4-00-66121	GF COUNTY COURT FINES	2,000.00	2,000.00	488.95	1,804.59	-195.41	9.77 %
02-4-00-68120	SID	0.00	0.00	0.00	62,997.82	62,997.82	0.00 %
02-4-00-68141	LEASE AGREEMENT REVENUE	103,000.00	103,000.00	13,585.52	39,554.97	-63,445.03	61.60 %
02-4-00-68191	GENERAL GOVT MISCELLANEOUS	150,450.00	150,450.00	12,107.84	46,101.24	-104,348.76	69.36 %
02-4-00-68291	GF OTHER PUBLIC SAFETY SERVICE	3,600.00	3,600.00	454.68	7,284.27	-3,684.27	202.34 %
02-4-00-68292	SPECIAL FIRE SERVICES	31,500.00	31,500.00	1,295.00	6,835.00	-24,665.00	78.30 %
02-4-00-68321	GF CURB & GUTTER REPAIRS	10,000.00	10,000.00	0.00	0.00	-10,000.00	100.00 %
02-4-00-68390	GF OTHER PUBLIC WORKS SERVICES	5,150.00	5,150.00	621.12	1,698.63	-3,451.37	67.02 %
02-4-00-69001	PASS THRU GRANTS	500,000.00	500,000.00	0.00	0.00	-500,000.00	100.00 %
02-4-00-69292	TRANSFER IN	983,820.00	983,820.00	0.00	0.00	-983,820.00	100.00 %
02-4-00-71710	INTEREST FSWB	3,600.00	3,600.00	370.45	1,470.97	-2,129.03	59.14 %
02-4-00-71711	INTEREST ON INVESTMENTS	37,600.00	37,600.00	49.33	17,990.87	-19,609.13	52.15 %
Department: 00 - UNDESIGNATED Total:		9,516,260.00	9,516,260.00	573,747.36	2,666,453.16	-6,849,806.84	71.98 %
Department: 10 - CITY COUNCIL							
02-5-10-11112	PART TIME SALARIES	36,000.00	36,000.00	3,000.00	12,000.00	24,000.00	66.67 %
02-5-10-13111	PERA/ICMA	4,280.00	4,280.00	356.20	1,424.80	2,855.20	66.71 %
02-5-10-14151	MEDICARE	820.00	820.00	93.10	372.40	447.60	54.59 %
02-5-10-14211	WORKMENS COMPENSATION	150.00	150.00	16.73	33.46	116.54	77.69 %
02-5-10-14611	UNEMPLOYMENT INSURANCE	110.00	110.00	9.00	36.00	74.00	67.27 %
02-5-10-22791	MISCELLANEOUS SUPPLIES	600.00	600.00	0.00	163.95	436.05	72.68 %
02-5-10-31312	ADMIN- PUBLIC RELATION	5,000.00	5,000.00	121.92	2,754.26	2,245.74	44.91 %
02-5-10-32111	TRAVEL & CONFERENCES	17,000.00	17,000.00	1,412.97	4,526.53	12,473.47	73.37 %
02-5-10-32311	MEMBERSHIP & DUES	7,500.00	7,500.00	0.00	7,352.60	147.40	1.97 %

Budget Report

For Fiscal: 2017 Period Ending: 04/30/2017

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
02-5-10-33202	WIRELESS SERVICE	2,500.00	2,500.00	0.00	687.82	1,812.18	72.49 %
Department: 10 - CITY COUNCIL Total:		73,960.00	73,960.00	5,009.92	29,351.82	44,608.18	60.31 %
Department: 11 - LEGAL SERVICES							
02-5-11-11112	PART TIME SALARIES	51,920.00	51,920.00	4,135.58	16,542.32	35,377.68	68.14 %
02-5-11-13111	PERA/ICMA	7,120.00	7,120.00	566.57	2,266.28	4,853.72	68.17 %
02-5-11-14151	MEDICARE	950.00	950.00	59.97	239.88	710.12	74.75 %
02-5-11-14312	LIFE INSURANCE	210.00	210.00	0.00	0.00	210.00	100.00 %
02-5-11-14611	UNEMPLOYMENT INSURANCE	200.00	200.00	12.41	49.64	150.36	75.18 %
02-5-11-21121	LITERATURE-BOOKS	400.00	400.00	0.00	0.00	400.00	100.00 %
02-5-11-32111	TRAVEL & CONFERENCES	1,200.00	1,200.00	0.00	22.53	1,177.47	98.12 %
02-5-11-39602	LEGAL-SERVICES	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
Department: 11 - LEGAL SERVICES Total:		77,000.00	77,000.00	4,774.53	19,120.65	57,879.35	75.17 %
Department: 12 - MUNICIPAL COURT							
02-5-12-11111	FULL TIME SALARIES	81,120.00	81,120.00	5,955.20	26,824.27	54,295.73	66.93 %
02-5-12-11112	PART TIME SALARIES	45,480.00	45,480.00	3,753.86	16,892.37	28,587.63	62.86 %
02-5-12-12111	FULL TIME OVERTIME	200.00	200.00	0.00	0.00	200.00	100.00 %
02-5-12-13111	PERA/ICMA	17,400.00	17,400.00	1,281.46	5,770.11	11,629.89	66.84 %
02-5-12-14151	MEDICARE	1,270.00	1,270.00	135.64	610.75	659.25	51.91 %
02-5-12-14211	WORKMENS COMPENSATION	400.00	400.00	40.34	80.68	319.32	79.83 %
02-5-12-14311	MEDICAL/DENTAL INSURANCE	12,200.00	12,200.00	564.20	2,538.90	9,661.10	79.19 %
02-5-12-14312	LIFE INSURANCE	240.00	240.00	0.00	0.00	240.00	100.00 %
02-5-12-14611	UNEMPLOYMENT INSURANCE	360.00	360.00	28.18	126.87	233.13	64.76 %
02-5-12-21111	GENERAL OFFICE SUPPLIES	600.00	600.00	0.00	8.85	591.15	98.53 %
02-5-12-32111	TRAVEL & CONFERENCES	4,000.00	4,000.00	656.48	1,031.48	2,968.52	74.21 %
02-5-12-32211	TUITION & TRAINING	1,500.00	1,500.00	0.00	46.00	1,454.00	96.93 %
02-5-12-32311	MEMBERSHIP & DUES	350.00	350.00	200.00	260.00	90.00	25.71 %
02-5-12-35501	OTHER EXPENSES	500.00	500.00	98.89	881.71	-381.71	-76.34 %
02-5-12-37995	JAIL FEES	125,000.00	125,000.00	9,338.91	9,338.91	115,661.09	92.53 %
02-5-12-39602	LEGAL-SERVICES	10,000.00	10,000.00	1,941.75	4,260.25	5,739.75	57.40 %
02-5-12-39603	PROSECUTOR SRVS	500.00	500.00	0.00	0.00	500.00	100.00 %
02-5-12-39604	SUBPOENA SRVS	500.00	500.00	0.00	0.00	500.00	100.00 %
02-5-12-39605	BAILIFF SERVICES	8,500.00	8,500.00	770.00	2,520.00	5,980.00	70.35 %
Department: 12 - MUNICIPAL COURT Total:		310,120.00	310,120.00	24,764.91	71,191.15	238,928.85	77.04 %
Department: 13 - CITY MANAGER							
02-5-13-11111	FULL TIME SALARIES	152,500.00	152,500.00	11,992.20	53,566.39	98,933.61	64.87 %
02-5-13-11112	PART TIME SALARIES	3,000.00	3,000.00	0.00	551.03	2,448.97	81.63 %
02-5-13-12111	FULL TIME OVERTIME	200.00	200.00	0.00	0.00	200.00	100.00 %
02-5-13-13111	PERA/ICMA	21,400.00	21,400.00	1,560.81	7,044.53	14,355.47	67.08 %
02-5-13-14151	MEDICARE	2,620.00	2,620.00	159.25	877.28	1,742.72	66.52 %
02-5-13-14211	WORKMENS COMPENSATION	510.00	510.00	64.78	129.56	380.44	74.60 %
02-5-13-14311	MEDICAL/DENTAL INSURANCE	21,400.00	21,400.00	2,088.12	9,396.54	12,003.46	56.09 %
02-5-13-14312	LIFE INSURANCE	460.00	460.00	0.00	0.00	460.00	100.00 %
02-5-13-14611	UNEMPLOYMENT INSURANCE	540.00	540.00	33.01	149.05	390.95	72.40 %
02-5-13-21111	GENERAL OFFICE SUPPLIES	500.00	500.00	0.00	40.19	459.81	91.96 %
02-5-13-21121	LITERATURE-BOOKS	300.00	300.00	0.00	0.00	300.00	100.00 %
02-5-13-22791	MISCELLANEOUS SUPPLIES	0.00	0.00	0.00	10.54	-10.54	0.00 %
02-5-13-32111	TRAVEL & CONFERENCES	6,000.00	6,000.00	0.00	4,905.93	1,094.07	18.23 %
02-5-13-32311	MEMBERSHIP & DUES	1,300.00	1,300.00	0.00	952.21	347.79	26.75 %
02-5-13-35100	OFFICE EQUIP/FURN/FIXT	100.00	100.00	0.00	0.00	100.00	100.00 %
02-5-13-35501	OTHER EXPENSES	800.00	800.00	0.00	49.34	750.66	93.83 %
Department: 13 - CITY MANAGER Total:		211,630.00	211,630.00	15,898.17	77,672.59	133,957.41	63.30 %
Department: 14 - CITY CLERK							
02-5-14-11111	FULL TIME SALARIES	57,900.00	57,900.00	4,234.72	19,056.24	38,843.76	67.09 %
02-5-14-13111	PERA/ICMA	8,000.00	8,000.00	536.22	2,412.99	5,587.01	69.84 %
02-5-14-14151	MEDICARE	810.00	810.00	56.76	255.42	554.58	68.47 %
02-5-14-14211	WORKMENS COMPENSATION	280.00	280.00	28.24	56.48	223.52	79.83 %
02-5-14-14311	MEDICAL/DENTAL INSURANCE	7,200.00	7,200.00	884.74	3,981.33	3,218.67	44.70 %

Budget Report

For Fiscal: 2017 Period Ending: 04/30/2017

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
02-5-14-14312	LIFE INSURANCE	160.00	160.00	0.00	0.00	160.00	100.00 %
02-5-14-14611	UNEMPLOYMENT INSURANCE	170.00	170.00	11.86	53.37	116.63	68.61 %
02-5-14-21111	GENERAL OFFICE SUPPLIES	500.00	500.00	0.00	0.00	500.00	100.00 %
02-5-14-21211	CODE SUPPLEMENTS	6,000.00	6,000.00	950.00	1,875.00	4,125.00	68.75 %
02-5-14-22791	MISCELLANEOUS SUPPLIES	500.00	500.00	52.36	167.61	332.39	66.48 %
02-5-14-31310	ADMIN- ELECTION	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
02-5-14-32111	TRAVEL & CONFERENCES	3,500.00	3,500.00	354.00	1,555.57	1,944.43	55.56 %
02-5-14-32211	TUITION & TRAINING	3,000.00	3,000.00	0.00	110.00	2,890.00	96.33 %
02-5-14-32311	MEMBERSHIP & DUES	600.00	600.00	160.00	160.00	440.00	73.33 %
02-5-14-33121	LEGAL ADVERTISING	3,500.00	3,500.00	66.00	490.50	3,009.50	85.99 %
02-5-14-33211	TELEPHONE	640.00	640.00	0.00	0.00	640.00	100.00 %
02-5-14-35100	OFFICE EQUIP/FURN/FIXT	500.00	500.00	0.00	0.00	500.00	100.00 %
02-5-14-35501	OTHER EXPENSES	500.00	500.00	59.05	570.85	-70.85	-14.17 %
Department: 14 - CITY CLERK Total:		103,760.00	103,760.00	7,393.95	30,745.36	73,014.64	70.37 %
Department: 15 - HR/RISK MANAGEMENT							
02-5-15-11111	FULL TIME SALARIES	57,900.00	57,900.00	4,111.38	18,501.21	39,398.79	68.05 %
02-5-15-13111	PERA	8,000.00	8,000.00	505.48	2,274.66	5,725.34	71.57 %
02-5-15-14151	MEDICARE	810.00	810.00	53.50	240.75	569.25	70.28 %
02-5-15-14211	WORKMENS COMPENSATION	280.00	280.00	0.00	0.00	280.00	100.00 %
02-5-15-14311	MEDICAL/DENTAL INSURANCE	7,200.00	7,200.00	1,044.06	4,698.27	2,501.73	34.75 %
02-5-15-14312	LIFE INSURANCE	160.00	160.00	0.00	0.00	160.00	100.00 %
02-5-15-14611	UNEMPLOYMENT INSURANCE	170.00	170.00	11.06	49.77	120.23	70.72 %
02-5-15-21111	GENERAL OFFICE SUPPLIES	700.00	700.00	20.66	149.28	550.72	78.67 %
02-5-15-21121	LITERATURE-BOOKS	200.00	200.00	0.00	540.22	-340.22	-170.11 %
02-5-15-31961	RECRUITMENT/TESTING COSTS	11,000.00	11,000.00	1,655.90	7,409.85	3,590.15	32.64 %
02-5-15-32111	TRAVEL & CONFERENCES	3,000.00	3,000.00	0.00	330.38	2,669.62	88.99 %
02-5-15-32211	TUITION & TRAINING	4,000.00	4,000.00	199.00	199.00	3,801.00	95.03 %
02-5-15-32311	MEMBERSHIP & DUES	5,500.00	5,500.00	180.91	5,630.91	-130.91	-2.38 %
02-5-15-33111	ADVERTISING	2,500.00	2,500.00	0.00	637.40	1,862.60	74.50 %
02-5-15-35501	OTHER EXPENSES	2,500.00	2,500.00	6.65	6.65	2,493.35	99.73 %
02-5-15-39203	INSURANCE	205,000.00	205,000.00	0.00	90,329.80	114,670.20	55.94 %
02-5-15-45311	SUPPLIES-SLV HAZARDOUS	0.00	0.00	132.49	182.49	-182.49	0.00 %
02-5-15-48102	IT-SOFTWARE	0.00	0.00	0.00	14,200.00	-14,200.00	0.00 %
Department: 15 - HR/RISK MANAGEMENT Total:		308,920.00	308,920.00	7,921.09	145,380.64	163,539.36	52.94 %
Department: 16 - FINANCE DEPARTMENT							
02-5-16-11111	FULL TIME SALARIES	251,000.00	251,000.00	17,394.93	88,351.73	162,648.27	64.80 %
02-5-16-12111	FULL TIME OVERTIME	1,000.00	1,000.00	0.00	99.29	900.71	90.07 %
02-5-16-13111	PERA/ICMA	30,000.00	30,000.00	1,810.27	9,337.54	20,662.46	68.87 %
02-5-16-13211	POLICE RETIREMENT PLAN	4,600.00	4,600.00	328.64	1,634.34	2,965.66	64.47 %
02-5-16-14151	MEDICARE	3,000.00	3,000.00	186.82	966.78	2,033.22	67.77 %
02-5-16-14211	WORKMENS COMPENSATION	1,400.00	1,400.00	125.01	250.02	1,149.98	82.14 %
02-5-16-14311	MEDICAL/DENTAL INSURANCE	42,300.00	42,300.00	3,935.94	18,275.93	24,024.07	56.79 %
02-5-16-14312	LIFE INSURANCE	670.00	670.00	0.00	0.00	670.00	100.00 %
02-5-16-14611	UNEMPLOYMENT INSURANCE	730.00	730.00	47.86	246.41	483.59	66.25 %
02-5-16-21111	GENERAL OFFICE SUPPLIES	3,500.00	3,500.00	231.62	1,331.90	2,168.10	61.95 %
02-5-16-21121	LITERATURE-BOOKS	500.00	500.00	0.00	105.00	395.00	79.00 %
02-5-16-21131	POSTAGE	21,000.00	21,000.00	3,000.00	6,238.10	14,761.90	70.29 %
02-5-16-21221	OUTSIDE PRINTING	6,000.00	6,000.00	385.79	385.79	5,614.21	93.57 %
02-5-16-22791	MISCELLANEOUS SUPPLIES	400.00	400.00	36.00	264.28	135.72	33.93 %
02-5-16-31303	ADMIN-AUDITING	55,000.00	55,000.00	0.00	0.00	55,000.00	100.00 %
02-5-16-32111	TRAVEL & CONFERENCES	4,000.00	4,000.00	-329.89	2,110.07	1,889.93	47.25 %
02-5-16-32211	TUITION & TRAINING	4,000.00	4,000.00	0.00	2,748.00	1,252.00	31.30 %
02-5-16-32311	MEMBERSHIP & DUES	800.00	800.00	0.00	45.00	755.00	94.38 %
02-5-16-35501	OTHER EXPENSES	0.00	1,440.00	0.00	8,984.97	-7,544.97	-523.96 %
02-5-16-39999	Cash Over/Short	0.00	0.00	0.00	0.98	-0.98	0.00 %
Department: 16 - FINANCE DEPARTMENT Total:		429,900.00	431,340.00	27,152.99	141,376.13	289,963.87	67.22 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 17 - NON-DEPARTMENTAL							
02-5-17-21131	POSTAGE	10,000.00	10,000.00	0.00	2,560.09	7,439.91	74.40 %
02-5-17-21151	PHOTOCOPIES	7,000.00	7,000.00	438.96	1,967.90	5,032.10	71.89 %
02-5-17-22111	GAS & OIL	1,600.00	1,600.00	0.00	81.24	1,518.76	94.92 %
02-5-17-22791	MISCELLANEOUS SUPPLIES	3,000.00	3,000.00	294.30	1,766.90	1,233.10	41.10 %
02-5-17-23791	REPAIR AND MAINTENANCE	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
02-5-17-32211	TUITION & TRAINING	5,000.00	5,000.00	0.00	750.00	4,250.00	85.00 %
02-5-17-33211	TELEPHONE	18,000.00	18,000.00	1,130.47	3,547.07	14,452.93	80.29 %
02-5-17-33411	ELECTRICAL/GAS SERVICES	80,000.00	80,000.00	6,532.33	27,369.70	52,630.30	65.79 %
02-5-17-34105	BLDG MAINT/REPAIR	31,000.00	31,000.00	560.51	3,471.01	27,528.99	88.80 %
02-5-17-35103	OUTSIDE AGENCY FUNDING	78,000.00	78,000.00	5,650.00	40,735.00	37,265.00	47.78 %
02-5-17-35105	SPONSORSHIP	10,000.00	10,000.00	4,000.00	4,000.00	6,000.00	60.00 %
02-5-17-35111	VEHICLE REPAIR	750.00	750.00	19.33	34.37	715.63	95.42 %
02-5-17-35501	OTHER EXPENSES	2,500.00	2,500.00	0.00	1,165.23	1,334.77	53.39 %
02-5-17-44251	COPIER LEASE PAYMENTS	20,000.00	20,000.00	1,279.83	6,655.26	13,344.74	66.72 %
02-5-17-45107	EMPLOYEE AWARDS	6,000.00	6,000.00	0.00	59.47	5,940.53	99.01 %
02-5-17-46130	SPECIAL PROJECTS	50,000.00	50,000.00	0.00	28,880.00	21,120.00	42.24 %
02-5-17-46140	ART PROGRAM	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
02-5-17-51101	ECON DEV	65,480.00	65,480.00	2,423.98	22,808.12	42,671.88	65.17 %
02-5-17-69812	TRANSFERS OUT	327,280.00	327,280.00	0.00	0.00	327,280.00	100.00 %
Department: 17 - NON-DEPARTMENTAL Total:		738,610.00	738,610.00	22,329.71	145,851.36	592,758.64	80.25 %
Department: 18 - INFORMATION TECHNOLOGY							
02-5-18-11111	FULL TIME SALARIES	167,800.00	167,800.00	12,956.85	58,034.98	109,765.02	65.41 %
02-5-18-12111	FULL TIME OVERTIME	500.00	500.00	0.00	0.00	500.00	100.00 %
02-5-18-13111	PERA/ICMA	23,100.00	23,100.00	1,677.62	7,512.21	15,587.79	67.48 %
02-5-18-14151	MEDICARE	1,640.00	1,640.00	177.55	795.06	844.94	51.52 %
02-5-18-14211	WORKMENS COMPENSATION	310.00	310.00	16.73	33.46	276.54	89.21 %
02-5-18-14311	MEDICAL/DENTAL INSURANCE	24,200.00	24,200.00	2,010.14	9,045.63	15,154.37	62.62 %
02-5-18-14312	LIFE INSURANCE	310.00	310.00	0.00	0.00	310.00	100.00 %
02-5-18-14611	UNEMPLOYMENT INSURANCE	340.00	340.00	36.98	165.58	174.42	51.30 %
02-5-18-21111	GENERAL OFFICE SUPPLIES	400.00	400.00	0.00	6.49	393.51	98.38 %
02-5-18-22111	GAS & OIL	2,350.00	2,350.00	109.69	275.18	2,074.82	88.29 %
02-5-18-22791	MISCELLANEOUS SUPPLIES	500.00	500.00	0.00	1,194.65	-694.65	-138.93 %
02-5-18-32111	TRAVEL & CONFERENCES	9,800.00	9,800.00	709.45	1,091.80	8,708.20	88.86 %
02-5-18-32311	MEMBERSHIP & DUES	700.00	700.00	0.00	330.00	370.00	52.86 %
02-5-18-33202	WIRELESS SERVICE	2,100.00	2,100.00	62.36	590.50	1,509.50	71.88 %
02-5-18-35100	OFFICE EQUIP/FURN/FIXT	450.00	450.00	188.91	188.91	261.09	58.02 %
02-5-18-35111	VEHICLE REPAIR	600.00	600.00	405.47	405.47	194.53	32.42 %
02-5-18-37941	TOOL EXPENSE	600.00	600.00	0.00	220.52	379.48	63.25 %
02-5-18-48101	IT-HARDWARE	43,790.00	49,090.00	1,850.97	13,273.71	35,816.29	72.96 %
02-5-18-48102	IT-SOFTWARE	148,395.00	148,395.00	1,481.96	40,502.66	107,892.34	72.71 %
02-5-18-70241	COMPUTER HARDWARE	25,000.00	25,000.00	3,768.26	4,025.30	20,974.70	83.90 %
Department: 18 - INFORMATION TECHNOLOGY Total:		452,885.00	458,185.00	25,452.94	137,692.11	320,492.89	69.95 %
Department: 20 - POLICE ADMINISTRATION							
02-5-20-11111	FULL TIME SALARIES	147,600.00	147,600.00	10,885.69	48,740.75	98,859.25	66.98 %
02-5-20-12111	FULL TIME OVERTIME	500.00	500.00	144.90	724.09	-224.09	-44.82 %
02-5-20-13211	POLICE RETIREMENT PLAN	14,900.00	14,900.00	1,103.07	4,946.53	9,953.47	66.80 %
02-5-20-14151	MEDICARE	2,370.00	2,370.00	139.61	625.75	1,744.25	73.60 %
02-5-20-14211	WORKMENS COMPENSATION	4,000.00	4,000.00	521.45	1,042.90	2,957.10	73.93 %
02-5-20-14311	MEDICAL/DENTAL INSURANCE	29,000.00	29,000.00	2,841.78	12,788.01	16,211.99	55.90 %
02-5-20-14312	LIFE INSURANCE	450.00	450.00	0.00	0.00	450.00	100.00 %
02-5-20-14611	UNEMPLOYMENT INSURANCE	490.00	490.00	29.65	132.91	357.09	72.88 %
02-5-20-22791	MISCELLANEOUS SUPPLIES	500.00	500.00	0.00	10.53	489.47	97.89 %
02-5-20-32111	TRAVEL & CONFERENCES	4,000.00	4,000.00	265.29	1,304.34	2,695.66	67.39 %
02-5-20-32211	TUITION & TRAINING	6,000.00	6,000.00	350.00	2,150.00	3,850.00	64.17 %
02-5-20-32311	MEMBERSHIP & DUES	2,000.00	2,000.00	0.00	340.00	1,660.00	83.00 %
Department: 20 - POLICE ADMINISTRATION Total:		211,810.00	211,810.00	16,281.44	72,805.81	139,004.19	65.63 %

Budget Report

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 21 - POLICE OPERATIONS							
02-5-21-11111	FULL TIME SALARIES	946,300.00	946,300.00	73,086.88	332,926.92	613,373.08	64.82 %
02-5-21-11191	SHIFT DIFFERENTIAL - SALARIES	45,000.00	45,000.00	2,926.19	16,629.06	28,370.94	63.05 %
02-5-21-12111	FULL TIME OVERTIME	69,000.00	69,000.00	6,675.97	23,773.88	45,226.12	65.55 %
02-5-21-13211	POLICE RETIREMENT PLAN	106,100.00	106,100.00	8,268.91	37,333.06	68,766.94	64.81 %
02-5-21-14151	MEDICARE	30,480.00	30,480.00	1,234.12	5,008.00	25,472.00	83.57 %
02-5-21-14211	WORKMENS COMPENSATION	30,680.00	30,680.00	6,828.47	13,223.22	17,456.78	56.90 %
02-5-21-14311	MEDICAL/DENTAL INSURANCE	171,200.00	171,200.00	13,752.39	62,791.80	108,408.20	63.32 %
02-5-21-14312	LIFE INSURANCE	2,240.00	2,240.00	0.00	0.00	2,240.00	100.00 %
02-5-21-14611	UNEMPLOYMENT INSURANCE	2,750.00	2,750.00	234.66	1,058.69	1,691.31	61.50 %
02-5-21-14711	FPPA DEATH & DISABILITY	18,200.00	18,200.00	2,242.10	9,908.23	8,291.77	45.56 %
02-5-21-21111	GENERAL OFFICE SUPPLIES	4,000.00	4,000.00	361.01	582.08	3,417.92	85.45 %
02-5-21-21121	LITERATURE-BOOKS	750.00	750.00	0.00	637.59	112.41	14.99 %
02-5-21-21131	POSTAGE	1,550.00	1,550.00	0.00	69.22	1,480.78	95.53 %
02-5-21-21221	OUTSIDE PRINTING	2,000.00	2,000.00	0.00	1,096.40	903.60	45.18 %
02-5-21-22111	GAS & OIL	50,000.00	50,000.00	3,113.69	9,776.12	40,223.88	80.45 %
02-5-21-22791	MISCELLANEOUS SUPPLIES	4,700.00	4,700.00	745.00	1,376.07	3,323.93	70.72 %
02-5-21-31608	SUPPLIES- BALLISTIC V	5,100.00	5,100.00	0.00	0.00	5,100.00	100.00 %
02-5-21-31641	CANINE SERVICES	8,500.00	8,500.00	678.96	2,405.44	6,094.56	71.70 %
02-5-21-31651	LAB SERVICES-TESTING	7,500.00	7,500.00	0.00	690.00	6,810.00	90.80 %
02-5-21-31671	STATE PATROL / DISPATCHING	151,480.00	151,480.00	74,859.50	74,859.50	76,620.50	50.58 %
02-5-21-32111	TRAVEL & CONFERENCES	7,500.00	7,500.00	0.00	381.08	7,118.92	94.92 %
02-5-21-32211	TUITION & TRAINING	15,000.00	15,000.00	1,178.00	8,281.16	6,718.84	44.79 %
02-5-21-32311	MEMBERSHIP & DUES	800.00	800.00	0.00	200.00	600.00	75.00 %
02-5-21-33211	TELEPHONE	11,500.00	11,500.00	92.37	1,658.03	9,841.97	85.58 %
02-5-21-33411	ELECTRICAL/GAS SERVICES	5,000.00	5,000.00	216.52	1,204.37	3,795.63	75.91 %
02-5-21-34105	BLDG MAINT/REPAIR	4,500.00	4,500.00	1,607.34	3,700.32	799.68	17.77 %
02-5-21-35111	VEHICLE REPAIR	20,000.00	20,000.00	923.08	2,940.07	17,059.93	85.30 %
02-5-21-35391	RADIO EQUIP REPAIR & MAINTENAN...	1,800.00	1,800.00	164.12	735.34	1,064.66	59.15 %
02-5-21-35501	OTHER EXPENSES	0.00	0.00	0.00	103.00	-103.00	0.00 %
02-5-21-35505	AMMO/RANGE	10,000.00	10,000.00	3.70	6,904.63	3,095.37	30.95 %
02-5-21-35507	SWAT	8,000.00	8,000.00	120.00	4,197.94	3,802.06	47.53 %
02-5-21-35509	TRAINING FOUNDATION	0.00	0.00	1,568.30	2,131.37	-2,131.37	0.00 %
02-5-21-37321	UNIFORM ALLOWANCE	12,500.00	12,500.00	1,035.55	5,341.81	7,158.19	57.27 %
02-5-21-39101	GRANT FUNDED	28,510.00	28,510.00	0.00	0.00	28,510.00	100.00 %
02-5-21-39501	LAUNDRY	6,720.00	6,720.00	550.00	2,200.00	4,520.00	67.26 %
02-5-21-45103	SUPPLIES-CRIME PREVENT	7,000.00	7,000.00	3,490.00	3,689.00	3,311.00	47.30 %
02-5-21-45688	CHEM/DRUG/LAB SUPPLIES	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
02-5-21-49501	INVESTIGATIVE SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
02-5-21-69812	TRANSFERS OUT	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
02-5-21-70111	VEHICLE REPLACEMENT	87,000.00	87,000.00	29,896.88	61,017.43	25,982.57	29.87 %
Department: 21 - POLICE OPERATIONS Total:		1,940,360.00	1,940,360.00	235,853.71	698,830.83	1,241,529.17	63.98 %
Department: 22 - FIRE OPERATIONS							
02-5-22-11111	FULL TIME SALARIES	90,100.00	90,100.00	8,718.38	36,756.29	53,343.71	59.21 %
02-5-22-11112	PART TIME SALARIES	58,400.00	58,400.00	5,009.34	18,344.61	40,055.39	68.59 %
02-5-22-12111	FULL TIME OVERTIME	0.00	0.00	1,284.00	1,284.00	-1,284.00	0.00 %
02-5-22-13111	PERA/ICMA	5,200.00	5,200.00	700.70	3,037.20	2,162.80	41.59 %
02-5-22-14151	MEDICARE	1,200.00	1,200.00	135.95	465.99	734.01	61.17 %
02-5-22-14211	WORKMENS COMPENSATION	8,000.00	8,000.00	698.46	1,396.92	6,603.08	82.54 %
02-5-22-14311	MEDICAL/DENTAL INSURANCE	6,200.00	6,200.00	64.76	202.23	5,997.77	96.74 %
02-5-22-14312	LIFE INSURANCE	90.00	90.00	0.00	0.00	90.00	100.00 %
02-5-22-14611	UNEMPLOYMENT INSURANCE	360.00	360.00	44.98	168.96	191.04	53.07 %
02-5-22-21111	GENERAL OFFICE SUPPLIES	700.00	700.00	0.00	0.00	700.00	100.00 %
02-5-22-21121	LITERATURE-BOOKS	1,200.00	1,200.00	237.00	405.75	794.25	66.19 %
02-5-22-22111	GAS & OIL	4,000.00	4,000.00	244.23	403.85	3,596.15	89.90 %
02-5-22-22791	MISCELLANEOUS SUPPLIES	3,000.00	3,000.00	293.36	722.65	2,277.35	75.91 %
02-5-22-31312	ADMIN- PUBLIC RELATION	6,500.00	6,500.00	0.00	68.00	6,432.00	98.95 %
02-5-22-31671	STATE PATROL / DISPATCHING	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %

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For Fiscal: 2017 Period Ending: 04/30/2017

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
02-5-22-32111	TRAVEL & CONFERENCES	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
02-5-22-32211	TUITION & TRAINING	13,500.00	13,500.00	0.00	500.44	12,999.56	96.29 %
02-5-22-32311	MEMBERSHIP & DUES	1,000.00	1,000.00	0.00	732.00	268.00	26.80 %
02-5-22-33211	TELEPHONE	2,500.00	2,500.00	141.84	425.52	2,074.48	82.98 %
02-5-22-33411	ELECTRICAL/GAS SERVICES	4,000.00	4,000.00	0.00	1,513.60	2,486.40	62.16 %
02-5-22-35111	VEHICLE REPAIR	15,000.00	15,000.00	10,854.52	12,070.70	2,929.30	19.53 %
02-5-22-35211	BLDG MAINT/REPAIR	5,000.00	5,000.00	471.88	716.01	4,283.99	85.68 %
02-5-22-35341	MAINTENANCE AGREEMENT	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
02-5-22-35351	RADIO EQUIP/REPAIR & MAINT	4,800.00	4,800.00	23,764.13	23,844.68	-19,044.68	-396.76 %
02-5-22-35391	RADIO EQUIP REPAIR & MAINTENAN...	0.00	0.00	0.00	450.00	-450.00	0.00 %
02-5-22-37321	UNIFORM ALLOWANCE	3,500.00	3,500.00	399.93	399.93	3,100.07	88.57 %
02-5-22-38822	OFFICE EQUIPMENT	500.00	500.00	0.00	0.00	500.00	100.00 %
02-5-22-38833	OPERATING MACHINES & EQUIP	40,800.00	39,300.00	5,350.14	5,540.04	33,759.96	85.90 %
02-5-22-38844	EQUIPMENT REBUILDING/REPAIR	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
02-5-22-38845	SPEC FIRE SERVICES EXP	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
02-5-22-39203	INSURANCE	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00 %
02-5-22-41101	EQUIPMENT-REPAIR & MNX	11,000.00	11,000.00	869.00	869.00	10,131.00	92.10 %
02-5-22-45311	SUPPLIES-SLV HAZARDOUS	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
02-5-22-69812	TRANSFERS OUT	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00 %
02-5-22-70521	OPERATING MACHINES & EQUIPMENT	450,000.00	450,000.00	0.00	0.00	450,000.00	100.00 %
Department: 22 - FIRE OPERATIONS Total:		887,250.00	885,750.00	59,282.60	110,318.37	775,431.63	87.55 %
Department: 23 - SUPPORT SERVICES							
02-5-23-11111	FULL TIME SALARIES	224,700.00	224,700.00	17,300.79	67,542.15	157,157.85	69.94 %
02-5-23-12111	FULL TIME OVERTIME	8,000.00	8,000.00	617.00	729.13	7,270.87	90.89 %
02-5-23-13211	POLICE RETIREMENT PLAN	23,270.00	23,270.00	1,791.79	6,827.18	16,442.82	70.66 %
02-5-23-14151	MEDICARE	3,200.00	3,200.00	239.07	898.30	2,301.70	71.93 %
02-5-23-14211	WORKMENS COMPENSATION	3,400.00	3,400.00	273.79	547.58	2,852.42	83.89 %
02-5-23-14311	MEDICAL/DENTAL INSURANCE	51,200.00	51,200.00	3,633.59	16,002.80	35,197.20	68.74 %
02-5-23-14312	LIFE INSURANCE	540.00	540.00	0.00	0.00	540.00	100.00 %
02-5-23-14611	UNEMPLOYMENT INSURANCE	540.00	540.00	50.31	189.66	350.34	64.88 %
02-5-23-21131	POSTAGE	500.00	500.00	0.00	126.02	373.98	74.80 %
02-5-23-21221	OUTSIDE PRINTING	950.00	950.00	0.00	0.00	950.00	100.00 %
02-5-23-22111	GAS & OIL	10,000.00	10,000.00	267.46	832.86	9,167.14	91.67 %
02-5-23-22791	MISCELLANEOUS SUPPLIES	1,550.00	1,550.00	0.00	58.64	1,491.36	96.22 %
02-5-23-31661	VETERINARY SERVICES	15,000.00	15,000.00	3,000.00	6,000.00	9,000.00	60.00 %
02-5-23-31665	PROPERTY ABATEMENT	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
02-5-23-32211	TUITION & TRAINING	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
02-5-23-35111	VEHICLE REPAIR	3,000.00	3,000.00	0.00	191.33	2,808.67	93.62 %
02-5-23-37321	UNIFORM ALLOWANCE	2,000.00	2,000.00	0.00	271.30	1,728.70	86.44 %
02-5-23-49501	INVESTIGATIVE SERVICES	6,500.00	5,000.00	0.00	2.30	4,997.70	99.95 %
Department: 23 - SUPPORT SERVICES Total:		374,350.00	372,850.00	27,173.80	100,219.25	272,630.75	73.12 %
Department: 30 - PUBLIC WORKS ADMIN							
02-5-30-11111	FULL TIME SALARIES	203,400.00	203,400.00	10,556.50	47,584.33	155,815.67	76.61 %
02-5-30-12111	FULL TIME OVERTIME	1,400.00	1,400.00	89.65	444.03	955.97	68.28 %
02-5-30-13111	PERA/ICMA	27,900.00	27,900.00	1,394.31	6,290.90	21,609.10	77.45 %
02-5-30-14151	MEDICARE	3,600.00	3,600.00	147.58	665.86	2,934.14	81.50 %
02-5-30-14211	WORKMENS COMPENSATION	3,000.00	3,000.00	125.01	250.02	2,749.98	91.67 %
02-5-30-14311	MEDICAL/DENTAL INSURANCE	33,500.00	33,500.00	2,366.69	10,650.10	22,849.90	68.21 %
02-5-30-14312	LIFE INSURANCE	460.00	460.00	0.00	0.00	460.00	100.00 %
02-5-30-14611	UNEMPLOYMENT INSURANCE	570.00	570.00	30.56	137.86	432.14	75.81 %
02-5-30-21111	GENERAL OFFICE SUPPLIES	2,800.00	2,800.00	95.95	270.13	2,529.87	90.35 %
02-5-30-22111	GAS & OIL	1,500.00	1,500.00	132.01	181.25	1,318.75	87.92 %
02-5-30-22791	MISCELLANEOUS SUPPLIES	2,200.00	2,200.00	265.63	389.21	1,810.79	82.31 %
02-5-30-22811	ENGINEERING SUPPLIES	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
02-5-30-31411	ENGINEERING SERVICES	26,100.00	26,100.00	500.00	712.49	25,387.51	97.27 %
02-5-30-32111	TRAVEL & CONFERENCES	6,000.00	6,000.00	12.50	12.50	5,987.50	99.79 %
02-5-30-32311	MEMBERSHIP & DUES	1,500.00	1,500.00	0.00	85.00	1,415.00	94.33 %
02-5-30-35100	OFFICE EQUIP/FURN/FIXT	300.00	300.00	0.00	0.00	300.00	100.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
02-5-30-35111	VEHICLE REPAIR	750.00	750.00	92.54	573.81	176.19	23.49 %
02-5-30-37321	UNIFORM ALLOWANCE	1,400.00	1,400.00	0.00	192.00	1,208.00	86.29 %
Department: 30 - PUBLIC WORKS ADMIN Total:		317,880.00	317,880.00	15,808.93	68,439.49	249,440.51	78.47 %
Department: 31 - STREET MAINTENANCE							
02-5-31-11111	FULL TIME SALARIES	270,550.00	270,550.00	18,713.33	88,461.53	182,088.47	67.30 %
02-5-31-12111	FULL TIME OVERTIME	7,950.00	7,950.00	330.63	4,587.65	3,362.35	42.29 %
02-5-31-13111	PERA/ICMA	39,300.00	39,300.00	2,419.78	11,901.02	27,398.98	69.72 %
02-5-31-14151	MEDICARE	4,060.00	4,060.00	210.77	1,035.91	3,024.09	74.48 %
02-5-31-14211	WORKMENS COMPENSATION	19,100.00	19,100.00	1,771.26	3,542.52	15,557.48	81.45 %
02-5-31-14311	MEDICAL/DENTAL INSURANCE	57,200.00	57,200.00	4,584.85	20,427.52	36,772.48	64.29 %
02-5-31-14312	LIFE INSURANCE	720.00	720.00	0.00	0.00	720.00	100.00 %
02-5-31-14611	UNEMPLOYMENT INSURANCE	740.00	740.00	53.03	260.78	479.22	64.76 %
02-5-31-22111	GAS & OIL	40,000.00	40,000.00	2,236.75	7,226.97	32,773.03	81.93 %
02-5-31-22791	MISCELLANEOUS SUPPLIES	8,500.00	8,500.00	268.08	1,602.83	6,897.17	81.14 %
02-5-31-23511	STREET MATERIAL/REPAIR	85,500.00	85,500.00	6,684.96	17,743.67	67,756.33	79.25 %
02-5-31-23541	SALT & SAND	7,500.00	7,500.00	0.00	3,221.52	4,278.48	57.05 %
02-5-31-23551	SIGNS & POSTS	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
02-5-31-32111	TRAVEL & CONFERENCES	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
02-5-31-33411	ELECTRICAL/GAS SERVICES	200,000.00	200,000.00	406.85	53,409.24	146,590.76	73.30 %
02-5-31-34111	LAND RENTAL	750.00	750.00	0.00	0.00	750.00	100.00 %
02-5-31-34311	EQUIPMENT/MACHINERY RENTAL	13,000.00	13,000.00	0.00	5,268.75	7,731.25	59.47 %
02-5-31-35111	VEHICLE REPAIR	25,000.00	25,000.00	1,183.14	5,936.57	19,063.43	76.25 %
02-5-31-35211	BLDG MAINT/REPAIR	800.00	800.00	0.00	62.50	737.50	92.19 %
02-5-31-37321	UNIFORM ALLOWANCE	1,930.00	1,930.00	75.00	225.00	1,705.00	88.34 %
02-5-31-38844	EQUIPMENT REBUILDING/REPAIR	5,000.00	5,000.00	0.00	29.69	4,970.31	99.41 %
02-5-31-45601	PAINTING & STRIPING	18,000.00	18,000.00	134.75	134.75	17,865.25	99.25 %
02-5-31-45602	TRAFFIC CONTROL SUPPLIES	2,000.00	2,000.00	127.70	238.05	1,761.95	88.10 %
02-5-31-70111	VEHICLE REPLACEMENT	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
02-5-31-73112	STREET CIPS	966,000.00	966,000.00	20,182.50	82,302.50	883,697.50	91.48 %
Department: 31 - STREET MAINTENANCE Total:		1,796,600.00	1,796,600.00	59,383.38	307,618.97	1,488,981.03	82.88 %
Department: 35 - BUILDING INSPECTION							
02-5-35-11111	FULL TIME SALARIES	130,060.00	130,060.00	8,589.49	42,694.23	87,365.77	67.17 %
02-5-35-11112	PART TIME SALARIES	47,640.00	47,640.00	3,917.80	16,225.56	31,414.44	65.94 %
02-5-35-12111	FULL TIME OVERTIME	1,000.00	1,000.00	18.82	34.81	965.19	96.52 %
02-5-35-13111	PERA/ICMA	24,500.00	24,500.00	1,575.71	7,504.80	16,995.20	69.37 %
02-5-35-14151	MEDICARE	2,200.00	2,200.00	169.70	803.61	1,396.39	63.47 %
02-5-35-14211	WORKMENS COMPENSATION	1,300.00	1,300.00	130.62	261.24	1,038.76	79.90 %
02-5-35-14311	MEDICAL/DENTAL INSURANCE	31,900.00	31,900.00	2,545.39	11,126.84	20,773.16	65.12 %
02-5-35-14312	LIFE INSURANCE	420.00	420.00	0.00	0.00	420.00	100.00 %
02-5-35-14611	UNEMPLOYMENT INSURANCE	480.00	480.00	35.09	166.25	313.75	65.36 %
02-5-35-21111	GENERAL OFFICE SUPPLIES	500.00	500.00	0.00	0.00	500.00	100.00 %
02-5-35-21121	LITERATURE-BOOKS	500.00	500.00	0.00	15.00	485.00	97.00 %
02-5-35-22111	GAS & OIL	2,400.00	2,400.00	165.83	882.84	1,517.16	63.22 %
02-5-35-22791	MISCELLANEOUS SUPPLIES	2,000.00	2,000.00	148.31	397.78	1,602.22	80.11 %
02-5-35-32111	TRAVEL & CONFERENCES	2,250.00	2,250.00	638.00	1,192.80	1,057.20	46.99 %
02-5-35-32311	MEMBERSHIP & DUES	500.00	500.00	0.00	135.00	365.00	73.00 %
02-5-35-35111	VEHICLE REPAIR	1,500.00	1,500.00	71.51	125.57	1,374.43	91.63 %
02-5-35-37321	UNIFORM ALLOWANCE	1,650.00	1,650.00	75.00	75.00	1,575.00	95.45 %
Department: 35 - BUILDING INSPECTION Total:		250,800.00	250,800.00	18,081.27	81,641.33	169,158.67	67.45 %
Department: 36 - FLEET MAINTENANCE							
02-5-36-11111	FULL TIME SALARIES	121,700.00	121,700.00	8,686.96	39,999.07	81,700.93	67.13 %
02-5-36-12111	FULL TIME OVERTIME	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
02-5-36-13111	PERA/ICMA	16,900.00	16,900.00	1,051.10	4,854.28	12,045.72	71.28 %
02-5-36-14151	MEDICARE	1,430.00	1,430.00	111.24	513.77	916.23	64.07 %
02-5-36-14211	WORKMENS COMPENSATION	9,000.00	9,000.00	910.88	1,821.76	7,178.24	79.76 %
02-5-36-14311	MEDICAL/DENTAL INSURANCE	32,800.00	32,800.00	2,969.86	13,364.37	19,435.63	59.25 %
02-5-36-14312	LIFE INSURANCE	270.00	270.00	0.00	0.00	270.00	100.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
02-5-36-14611	UNEMPLOYMENT INSURANCE	320.00	320.00	23.01	106.30	213.70	66.78 %
02-5-36-22111	GAS & OIL	1,000.00	1,000.00	74.05	199.10	800.90	80.09 %
02-5-36-22791	MISCELLANEOUS SUPPLIES	12,000.00	12,000.00	594.40	2,797.36	9,202.64	76.69 %
02-5-36-32111	TRAVEL & CONFERENCES	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
02-5-36-32211	TUITION & TRAINING	0.00	0.00	643.27	643.27	-643.27	0.00 %
02-5-36-33411	ELECTRICAL/GAS SERVICES	12,000.00	12,000.00	863.27	2,905.51	9,094.49	75.79 %
02-5-36-35111	VEHICLE REPAIR	750.00	750.00	0.00	26.08	723.92	96.52 %
02-5-36-35112	OUTSIDE SERVICES	0.00	0.00	169.10	1,162.87	-1,162.87	0.00 %
02-5-36-35211	BLDG MAINT/REPAIR	2,000.00	2,000.00	0.00	201.07	1,798.93	89.95 %
02-5-36-37321	UNIFORM ALLOWANCE	675.00	675.00	0.00	0.00	675.00	100.00 %
02-5-36-37941	TOOL EXPENSE	4,500.00	4,500.00	55.53	461.17	4,038.83	89.75 %
02-5-36-45502	GASOLINE	12,000.00	12,000.00	1,492.00	4,428.82	7,571.18	63.09 %
Department: 36 - FLEET MAINTENANCE Total:		231,345.00	231,345.00	17,644.67	73,484.80	157,860.20	68.24 %
Department: 50 - CEMETERY							
02-5-50-11111	FULL TIME SALARIES	39,000.00	39,000.00	2,989.37	13,510.47	25,489.53	65.36 %
02-5-50-11116	SALARIES-SEASONAL	13,000.00	13,000.00	0.00	0.00	13,000.00	100.00 %
02-5-50-12111	FULL TIME OVERTIME	1,000.00	1,000.00	92.18	351.79	648.21	64.82 %
02-5-50-13111	PERA/ICMA	7,400.00	7,400.00	384.02	1,727.47	5,672.53	76.66 %
02-5-50-14151	MEDICARE	720.00	720.00	40.64	182.82	537.18	74.61 %
02-5-50-14211	WORKMENS COMPENSATION	6,780.00	6,780.00	594.98	1,189.96	5,590.04	82.45 %
02-5-50-14311	MEDICAL/DENTAL INSURANCE	11,600.00	11,600.00	881.74	3,967.83	7,632.17	65.79 %
02-5-50-14312	LIFE INSURANCE	110.00	110.00	0.00	0.00	110.00	100.00 %
02-5-50-14611	UNEMPLOYMENT INSURANCE	150.00	150.00	8.41	37.83	112.17	74.78 %
02-5-50-21111	GENERAL OFFICE SUPPLIES	400.00	400.00	0.00	142.62	257.38	64.35 %
02-5-50-22791	MISCELLANEOUS SUPPLIES	1,790.00	1,790.00	139.58	374.48	1,415.52	79.08 %
02-5-50-32111	TRAVEL & CONFERENCES	400.00	400.00	0.00	0.00	400.00	100.00 %
02-5-50-32211	TUITION & TRAINING	400.00	400.00	0.00	0.00	400.00	100.00 %
02-5-50-33211	TELEPHONE	400.00	400.00	29.16	87.48	312.52	78.13 %
02-5-50-35111	VEHICLE REPAIR	350.00	350.00	0.00	0.00	350.00	100.00 %
02-5-50-35211	BLDG MAINT/REPAIR	1,000.00	1,000.00	40.00	40.00	960.00	96.00 %
02-5-50-37321	UNIFORM ALLOWANCE	350.00	350.00	0.00	0.00	350.00	100.00 %
02-5-50-41101	EQUIPMENT-REPAIR & MNX	3,000.00	3,000.00	153.75	1,173.77	1,826.23	60.87 %
Department: 50 - CEMETERY Total:		87,850.00	87,850.00	5,353.83	22,786.52	65,063.48	74.06 %
Department: 51 - PARKS MAINTENANCE							
02-5-51-11111	FULL TIME SALARIES	213,900.00	213,900.00	13,997.82	63,429.69	150,470.31	70.35 %
02-5-51-11112	PART TIME SALARIES	7,000.00	7,000.00	734.36	3,220.38	3,779.62	53.99 %
02-5-51-11116	SALARIES-SEASONAL	50,460.00	50,460.00	0.00	0.00	50,460.00	100.00 %
02-5-51-12111	FULL TIME OVERTIME	5,000.00	5,000.00	326.68	2,637.02	2,362.98	47.26 %
02-5-51-13111	PERA/ICMA	46,120.00	46,120.00	1,905.45	8,782.99	37,337.01	80.96 %
02-5-51-14151	MEDICARE	2,720.00	2,720.00	136.74	637.42	2,082.58	76.57 %
02-5-51-14211	WORKMENS COMPENSATION	11,500.00	11,500.00	1,010.46	2,020.92	9,479.08	82.43 %
02-5-51-14311	MEDICAL/DENTAL INSURANCE	43,100.00	43,100.00	3,534.06	15,903.27	27,196.73	63.10 %
02-5-51-14312	LIFE INSURANCE	400.00	400.00	0.00	0.00	400.00	100.00 %
02-5-51-14611	UNEMPLOYMENT INSURANCE	680.00	680.00	41.84	192.87	487.13	71.64 %
02-5-51-22111	GAS & OIL	13,000.00	13,000.00	570.55	1,993.06	11,006.94	84.67 %
02-5-51-22791	MISCELLANEOUS SUPPLIES	20,000.00	20,000.00	3,695.48	6,835.96	13,164.04	65.82 %
02-5-51-23711	PUMPS/PIPES/FITTINGS	8,500.00	8,500.00	6,512.19	8,520.52	-20.52	-0.24 %
02-5-51-32111	TRAVEL & CONFERENCES	1,000.00	1,000.00	120.00	462.56	537.44	53.74 %
02-5-51-32211	TUITION & TRAINING	1,000.00	1,000.00	0.00	150.00	850.00	85.00 %
02-5-51-33211	TELEPHONE	1,100.00	1,100.00	87.48	262.46	837.54	76.14 %
02-5-51-33411	ELECTRICAL/GAS SERVICES	24,750.00	24,750.00	1,854.73	9,360.12	15,389.88	62.18 %
02-5-51-33413	PROPANE	150.00	150.00	0.00	0.00	150.00	100.00 %
02-5-51-35104	OUTSIDE SVS	5,700.00	5,700.00	300.00	900.00	4,800.00	84.21 %
02-5-51-35111	VEHICLE REPAIR	3,400.00	3,400.00	128.74	626.74	2,773.26	81.57 %
02-5-51-35211	BLDG MAINT/REPAIR	4,000.00	4,000.00	224.53	450.21	3,549.79	88.74 %
02-5-51-35421	RANCH MAINTENANCE	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
02-5-51-35502	WEED MANAGEMENT	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
02-5-51-37321	UNIFORM ALLOWANCE	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
02-5-51-41101	EQUIPMENT-REPAIR & MNX	10,000.00	10,000.00	1,275.00	4,920.58	5,079.42	50.79 %
02-5-51-74811	PARKS/RECREATIONAL FACILITIES	400,000.00	400,000.00	0.00	0.00	400,000.00	100.00 %
02-5-51-74812	LANDSCAPING/BEAUTIFICATION	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
Department: 51 - PARKS MAINTENANCE Total:		904,180.00	904,180.00	36,456.11	131,306.77	772,873.23	85.48 %
Department: 52 - REC/CULTURE PROGRAMS							
02-5-52-69812	TRANSFERS OUT	88,805.00	88,805.00	0.00	0.00	88,805.00	100.00 %
Department: 52 - REC/CULTURE PROGRAMS Total:		88,805.00	88,805.00	0.00	0.00	88,805.00	100.00 %
Fund: 02 - GENERAL FUND Surplus (Deficit):		-281,755.00	-285,495.00	-58,270.59	200,619.21	486,114.21	170.27 %
Fund: 03 - ENTERPRISE FUND							
Department: 00 - UNDESIGNATED							
03-4-00-64511	EF SANITATION SERVICE CHARGES	1,027,200.00	1,027,200.00	101,426.55	375,282.99	-651,917.01	63.47 %
03-4-00-64711	EF WATER SERVICE CHARGES	1,521,200.00	1,521,200.00	74,039.35	292,228.62	-1,228,971.38	80.79 %
03-4-00-64721	EF WATER TAP FEES	60,000.00	60,000.00	6,200.00	30,279.00	-29,721.00	49.54 %
03-4-00-64811	EF SEWER SERVICE CHARGES	1,043,400.00	1,043,400.00	81,061.37	317,828.24	-725,571.76	69.54 %
03-4-00-64821	EF SEWER TAP FEES	20,000.00	20,000.00	2,700.00	8,450.00	-11,550.00	57.75 %
03-4-00-64891	E ALAMOSA MONTHLY FEES	46,200.00	46,200.00	4,113.00	12,468.39	-33,731.61	73.01 %
03-4-00-68192	CASH LONG/SHORT	0.00	0.00	18.73	121.26	121.26	0.00 %
03-4-00-68394	RECYCLING REVENUE	15,000.00	15,000.00	0.00	3,300.07	-11,699.93	78.00 %
Department: 00 - UNDESIGNATED Total:		3,733,000.00	3,733,000.00	269,559.00	1,039,958.57	-2,693,041.43	72.14 %
Department: 01 - WATER DEPARTMENT							
03-5-01-11111	FULL TIME SALARIES	211,800.00	238,800.00	15,961.03	72,800.30	165,999.70	69.51 %
03-5-01-12111	FULL TIME OVERTIME	12,000.00	12,000.00	767.51	3,671.41	8,328.59	69.40 %
03-5-01-13111	PERA/ICMA	30,720.00	34,320.00	2,191.78	9,989.90	24,330.10	70.89 %
03-5-01-14151	MEDICARE	2,800.00	3,150.00	231.95	1,057.24	2,092.76	66.44 %
03-5-01-14211	WORKMENS COMPENSATION	1,500.00	1,900.00	118.15	236.30	1,663.70	87.56 %
03-5-01-14311	MEDICAL/DENTAL INSURANCE	24,200.00	25,850.00	1,994.63	9,822.14	16,027.86	62.00 %
03-5-01-14312	LIFE INSURANCE	510.00	510.00	0.00	0.00	510.00	100.00 %
03-5-01-14611	UNEMPLOYMENT INSURANCE	580.00	580.00	47.96	218.61	361.39	62.31 %
03-5-01-21221	OUTSIDE PRINTING	500.00	500.00	0.00	0.00	500.00	100.00 %
03-5-01-22111	GAS & OIL	14,500.00	14,500.00	447.06	1,996.16	12,503.84	86.23 %
03-5-01-22791	MISCELLANEOUS SUPPLIES	9,000.00	9,000.00	807.16	2,497.72	6,502.28	72.25 %
03-5-01-23511	STREET MATERIAL/REPAIR	7,500.00	7,500.00	0.00	318.75	7,181.25	95.75 %
03-5-01-23711	PUMPS/PIPES/FITTINGS	50,000.00	50,000.00	5,470.66	5,721.66	44,278.34	88.56 %
03-5-01-31651	LAB SERVICES-TESTING	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
03-5-01-32111	TRAVEL & CONFERENCES	4,500.00	4,500.00	0.00	462.69	4,037.31	89.72 %
03-5-01-32311	MEMBERSHIP & DUES	1,500.00	1,500.00	0.00	595.00	905.00	60.33 %
03-5-01-33411	ELECTRICAL/GAS SERVICES	135,000.00	135,000.00	8,043.74	25,690.48	109,309.52	80.97 %
03-5-01-35111	VEHICLE REPAIR	6,500.00	6,500.00	475.12	1,368.00	5,132.00	78.95 %
03-5-01-35211	BLDG MAINT/REPAIR	8,000.00	7,200.00	0.00	3,244.48	3,955.52	54.94 %
03-5-01-35311	METER REPAIRS	41,500.00	41,500.00	0.00	0.00	41,500.00	100.00 %
03-5-01-35321	WATER CONSERVATION	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
03-5-01-35341	MAINTENANCE AGREEMENT	9,000.00	9,000.00	0.00	6,005.22	2,994.78	33.28 %
03-5-01-37321	UNIFORM ALLOWANCE	1,200.00	1,200.00	204.00	419.26	780.74	65.06 %
03-5-01-38833	OPERATING MACHINES & EQUIP	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
03-5-01-38844	EQUIPMENT REBUILDING/REPAIR	7,000.00	7,000.00	854.03	2,583.03	4,416.97	63.10 %
03-5-01-69812	TRANSFERS OUT	91,500.00	91,500.00	0.00	0.00	91,500.00	100.00 %
03-5-01-72241	WELLS: REPAIR/REPLACE	46,000.00	46,000.00	0.00	31.95	45,968.05	99.93 %
03-5-01-72331	WATER DISTRIBUTION SYSTEM	419,500.00	419,500.00	6,181.71	44,768.51	374,731.49	89.33 %
03-5-01-72335	AUGMENTATION PLAN	0.00	100,000.00	81,012.00	131,312.00	-31,312.00	-31.31 %
Department: 01 - WATER DEPARTMENT Total:		1,146,310.00	1,278,510.00	124,808.49	324,810.81	953,699.19	74.59 %
Department: 02 - SEWER DEPARTMENT							
03-5-02-11111	FULL TIME SALARIES	146,840.00	146,840.00	11,074.79	47,019.60	99,820.40	67.98 %
03-5-02-12111	FULL TIME OVERTIME	15,000.00	15,000.00	413.46	1,646.08	13,353.92	89.03 %
03-5-02-13111	PERA/ICMA	25,180.00	25,180.00	1,438.42	6,057.62	19,122.38	75.94 %
03-5-02-14151	MEDICARE	2,400.00	2,400.00	152.23	641.10	1,758.90	73.29 %
03-5-02-14211	WORKMENS COMPENSATION	11,120.00	11,120.00	1,110.55	2,221.10	8,898.90	80.03 %
03-5-02-14311	MEDICAL/DENTAL INSURANCE	45,300.00	45,300.00	2,972.86	13,377.87	31,922.13	70.47 %

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03-5-02-14312	LIFE INSURANCE	390.00	390.00	0.00	0.00	390.00	100.00 %
03-5-02-14611	UNEMPLOYMENT INSURANCE	510.00	510.00	31.50	132.66	377.34	73.99 %
03-5-02-22111	GAS & OIL	7,500.00	7,500.00	518.57	1,355.83	6,144.17	81.92 %
03-5-02-22791	MISCELLANEOUS SUPPLIES	3,000.00	3,000.00	297.44	752.17	2,247.83	74.93 %
03-5-02-23511	STREET MATERIAL/REPAIR	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
03-5-02-23711	PUMPS/PIPES/FITTINGS	17,000.00	17,000.00	0.00	545.00	16,455.00	96.79 %
03-5-02-31651	LAB SERVICES-TESTING	0.00	0.00	0.00	252.54	-252.54	0.00 %
03-5-02-32111	TRAVEL & CONFERENCES	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
03-5-02-33411	ELECTRICAL/GAS SERVICES	40,000.00	40,000.00	1,578.67	6,296.03	33,703.97	84.26 %
03-5-02-35111	VEHICLE REPAIR	4,500.00	4,500.00	0.00	34.86	4,465.14	99.23 %
03-5-02-35211	BLDG MAINT/REPAIR	500.00	500.00	0.00	25.60	474.40	94.88 %
03-5-02-37321	UNIFORM ALLOWANCE	1,100.00	1,100.00	0.00	76.70	1,023.30	93.03 %
03-5-02-38833	OPERATING MACHINES & EQUIP	4,500.00	4,500.00	172.32	197.06	4,302.94	95.62 %
03-5-02-38844	EQUIPMENT REBUILDING/REPAIR	10,000.00	10,000.00	1,047.30	4,515.46	5,484.54	54.85 %
03-5-02-69812	TRANSFERS OUT	91,300.00	91,300.00	0.00	0.00	91,300.00	100.00 %
03-5-02-71221	SEWER SYSTEM IMPROVEMENTS	90,000.00	90,000.00	0.00	0.00	90,000.00	100.00 %
03-5-02-73511	STORM DRAINAGE	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
Department: 02 - SEWER DEPARTMENT Total:		538,140.00	538,140.00	20,808.11	85,147.28	452,992.72	84.18 %
Department: 03 - SANITATION DEPARTMENT							
03-5-03-11111	FULL TIME SALARIES	363,530.00	363,530.00	23,496.65	106,636.77	256,893.23	70.67 %
03-5-03-11112	PART TIME SALARIES	11,400.00	11,400.00	1,472.34	6,733.55	4,666.45	40.93 %
03-5-03-12111	FULL TIME OVERTIME	14,070.00	14,070.00	1,017.46	3,690.20	10,379.80	73.77 %
03-5-03-13111	PERA/ICMA	53,300.00	53,300.00	3,323.88	14,974.03	38,325.97	71.91 %
03-5-03-14151	MEDICARE	4,810.00	4,810.00	351.79	1,584.87	3,225.13	67.05 %
03-5-03-14211	WORKMENS COMPENSATION	30,980.00	30,980.00	1,892.33	3,784.66	27,195.34	87.78 %
03-5-03-14311	MEDICAL/DENTAL INSURANCE	60,800.00	60,800.00	5,189.14	23,351.13	37,448.87	61.59 %
03-5-03-14312	LIFE INSURANCE	880.00	880.00	0.00	0.00	880.00	100.00 %
03-5-03-14611	UNEMPLOYMENT INSURANCE	1,000.00	1,000.00	72.87	328.22	671.78	67.18 %
03-5-03-22111	GAS & OIL	60,000.00	60,000.00	3,043.72	8,929.87	51,070.13	85.12 %
03-5-03-22791	MISCELLANEOUS SUPPLIES	3,500.00	3,500.00	122.35	937.19	2,562.81	73.22 %
03-5-03-32211	TUITION & TRAINING	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
03-5-03-33411	ELECTRICAL/GAS SERVICES	6,000.00	6,000.00	718.19	3,012.14	2,987.86	49.80 %
03-5-03-35111	VEHICLE REPAIR	36,000.00	36,000.00	3,938.62	9,357.28	26,642.72	74.01 %
03-5-03-35211	BLDG MAINT/REPAIR	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
03-5-03-35381	DUMPSTER/POLYKART REPAIR	25,000.00	25,000.00	4,367.76	4,367.76	20,632.24	82.53 %
03-5-03-37321	UNIFORM ALLOWANCE	2,750.00	2,750.00	150.00	150.00	2,600.00	94.55 %
03-5-03-37931	LANDFILL FEES	110,000.00	110,000.00	8,866.19	24,034.15	85,965.85	78.15 %
03-5-03-37932	RECYCLING	20,000.00	20,000.00	4,264.38	4,502.69	15,497.31	77.49 %
03-5-03-69812	TRANSFERS OUT	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %
03-5-03-70111	VEHICLE REPLACEMENT	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
03-5-03-70131	HEAVY EQUIPMENT	0.00	0.00	0.00	242,641.00	-242,641.00	0.00 %
Department: 03 - SANITATION DEPARTMENT Total:		986,520.00	986,520.00	62,287.67	459,015.51	527,504.49	53.47 %
Department: 05 - SEWAGE TREATMENT							
03-5-05-11111	FULL TIME SALARIES	49,760.00	49,760.00	3,185.21	14,640.47	35,119.53	70.58 %
03-5-05-12111	FULL TIME OVERTIME	1,150.00	1,150.00	0.00	0.00	1,150.00	100.00 %
03-5-05-13111	PERA/ICMA	6,890.00	6,890.00	391.21	1,802.49	5,087.51	73.84 %
03-5-05-14151	MEDICARE	830.00	830.00	41.40	190.77	639.23	77.02 %
03-5-05-14211	WORKMENS COMPENSATION	2,120.00	2,120.00	132.12	264.24	1,855.76	87.54 %
03-5-05-14311	MEDICAL/DENTAL INSURANCE	6,200.00	6,200.00	1,044.06	4,698.27	1,501.73	24.22 %
03-5-05-14312	LIFE INSURANCE	160.00	160.00	0.00	0.00	160.00	100.00 %
03-5-05-14611	UNEMPLOYMENT INSURANCE	180.00	180.00	8.57	39.48	140.52	78.07 %
03-5-05-22111	GAS & OIL	600.00	600.00	43.83	808.93	-208.93	-34.82 %
03-5-05-22391	TREATMENT CHEMICALS/LAB	3,250.00	3,250.00	344.03	1,858.75	1,391.25	42.81 %
03-5-05-22791	MISCELLANEOUS SUPPLIES	1,500.00	1,500.00	12.58	423.03	1,076.97	71.80 %
03-5-05-31411	ENGINEERING SERVICES	15,000.00	15,000.00	0.00	1,210.50	13,789.50	91.93 %
03-5-05-31651	LAB SERVICES-TESTING	50,000.00	50,000.00	3,229.79	9,530.49	40,469.51	80.94 %
03-5-05-31681	DISCHARGE PERMIT FEES	14,000.00	14,000.00	2,700.00	2,700.00	11,300.00	80.71 %
03-5-05-32111	TRAVEL & CONFERENCES	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
03-5-05-32211	TUITION & TRAINING	0.00	0.00	0.00	194.32	-194.32	0.00 %
03-5-05-33411	ELECTRICAL/GAS SERVICES	135,000.00	135,000.00	12,822.96	39,183.75	95,816.25	70.98 %
03-5-05-35111	VEHICLE REPAIR	400.00	400.00	0.00	0.00	400.00	100.00 %
03-5-05-35211	BLDG MAINT/REPAIR	12,000.00	12,000.00	75.00	1,331.68	10,668.32	88.90 %
03-5-05-37321	UNIFORM ALLOWANCE	275.00	275.00	75.00	75.00	200.00	72.73 %
03-5-05-38844	EQUIPMENT REBUILDING/REPAIR	30,000.00	280,000.00	712.75	18,013.98	261,986.02	93.57 %
03-5-05-69812	TRANSFERS OUT	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
Department: 05 - SEWAGE TREATMENT Total:		361,315.00	611,315.00	24,818.51	96,966.15	514,348.85	84.14 %
Department: 06 - WATER TREATMENT							
03-5-06-11111	FULL TIME SALARIES	57,550.00	57,550.00	4,348.80	19,623.96	37,926.04	65.90 %
03-5-06-12111	FULL TIME OVERTIME	5,000.00	5,000.00	163.08	843.13	4,156.87	83.14 %
03-5-06-13111	PERA/ICMA	8,570.00	8,570.00	572.96	2,600.73	5,969.27	69.65 %
03-5-06-14151	MEDICARE	760.00	760.00	60.64	275.26	484.74	63.78 %
03-5-06-14211	WORKMENS COMPENSATION	1,630.00	1,630.00	17.56	35.12	1,594.88	97.85 %
03-5-06-14311	MEDICAL/DENTAL INSURANCE	13,000.00	13,000.00	1,044.06	4,698.27	8,301.73	63.86 %
03-5-06-14312	LIFE INSURANCE	150.00	150.00	0.00	0.00	150.00	100.00 %
03-5-06-14611	UNEMPLOYMENT INSURANCE	160.00	160.00	12.55	56.96	103.04	64.40 %
03-5-06-22111	GAS & OIL	1,700.00	1,700.00	609.83	748.67	951.33	55.96 %
03-5-06-22391	TREATMENT CHEMICALS/LAB	207,000.00	207,000.00	0.00	2,702.38	204,297.62	98.69 %
03-5-06-22791	MISCELLANEOUS SUPPLIES	3,500.00	3,500.00	189.24	841.25	2,658.75	75.96 %
03-5-06-31651	LAB SERVICES-TESTING	9,000.00	9,000.00	30.17	80.61	8,919.39	99.10 %
03-5-06-32111	TRAVEL & CONFERENCES	2,000.00	2,000.00	0.00	58.00	1,942.00	97.10 %
03-5-06-33411	ELECTRICAL/GAS SERVICES	100,000.00	100,000.00	6,131.46	25,723.13	74,276.87	74.28 %
03-5-06-34105	BLDG MAINT/REPAIR	2,500.00	2,500.00	1,346.73	2,068.31	431.69	17.27 %
03-5-06-34106	MXN AGREEMENTS	8,500.00	8,500.00	0.00	7,639.00	861.00	10.13 %
03-5-06-35111	VEHICLE REPAIR	500.00	500.00	0.00	14.06	485.94	97.19 %
03-5-06-37321	UNIFORM ALLOWANCE	350.00	350.00	75.00	150.00	200.00	57.14 %
03-5-06-38844	EQUIPMENT REBUILDING/REPAIR	40,000.00	40,000.00	6,126.54	11,863.34	28,136.66	70.34 %
03-5-06-69812	TRANSFERS OUT	24,300.00	24,300.00	0.00	0.00	24,300.00	100.00 %
03-5-06-70981	BUILDING IMPROVEMENTS	120,000.00	120,000.00	0.00	140.00	119,860.00	99.88 %
Department: 06 - WATER TREATMENT Total:		606,170.00	606,170.00	20,728.62	80,162.18	526,007.82	86.78 %
Fund: 03 - ENTERPRISE FUND Surplus (Deficit):		94,545.00	-287,655.00	16,107.60	-6,143.36	281,511.64	97.86 %
Fund: 04 - CAPITAL IMPROVEMENTS							
Department: 00 - UNDESIGNATED							
04-4-00-69292	TRANSFER IN	150,000.00	150,000.00	0.00	0.00	-150,000.00	100.00 %
Department: 00 - UNDESIGNATED Total:		150,000.00	150,000.00	0.00	0.00	-150,000.00	100.00 %
Department: 40 - CAPITAL IMPROVEMENTS							
04-5-40-69812	TRANSFERS OUT	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00 %
Department: 40 - CAPITAL IMPROVEMENTS Total:		200,000.00	200,000.00	0.00	0.00	200,000.00	100.00 %
Fund: 04 - CAPITAL IMPROVEMENTS Surplus (Deficit):		-50,000.00	-50,000.00	0.00	0.00	50,000.00	100.00 %
Fund: 06 - CEMETERY ENDOWMENT							
Department: 00 - UNDESIGNATED							
06-4-00-64911	CEF CEMETERY SPACE SALES	20,000.00	20,000.00	2,450.00	5,150.00	-14,850.00	74.25 %
06-4-00-67111	INTEREST ON INVESTMENTS	50.00	50.00	0.00	0.00	-50.00	100.00 %
Department: 00 - UNDESIGNATED Total:		20,050.00	20,050.00	2,450.00	5,150.00	-14,900.00	74.31 %
Department: 59 - CEMETERY ENDOWMENT							
06-5-59-22111	GAS & OIL	900.00	900.00	0.00	44.57	855.43	95.05 %
06-5-59-33413	PROPANE	700.00	700.00	0.00	331.43	368.57	52.65 %
06-5-59-43411	IRRIGATION/SPRINKLER SYSTEMS	6,000.00	6,000.00	2,887.20	2,887.20	3,112.80	51.88 %
06-5-59-43621	CEMETERY IMPROVEMENTS	10,000.00	10,000.00	2,220.00	2,220.00	7,780.00	77.80 %
06-5-59-70521	OPERATING MACHINES & EQUIPMENT	15,000.00	15,000.00	13,596.00	13,596.00	1,404.00	9.36 %
Department: 59 - CEMETERY ENDOWMENT Total:		32,600.00	32,600.00	18,703.20	19,079.20	13,520.80	41.47 %
Fund: 06 - CEMETERY ENDOWMENT Surplus (Deficit):		-12,550.00	-12,550.00	-16,253.20	-13,929.20	-1,379.20	-10.99 %

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Fund: 09 - FIREMEN'S PENSION							
Department: 00 - UNDESIGNATED							
09-4-00-61111	GENERAL PROPERTY TAXES	37,400.00	37,400.00	2,894.53	14,225.01	-23,174.99	61.97 %
09-4-00-68392	FPF STATE FIRE PENSION	18,000.00	18,000.00	0.00	0.00	-18,000.00	100.00 %
Department: 00 - UNDESIGNATED Total:		55,400.00	55,400.00	2,894.53	14,225.01	-41,174.99	74.32 %
Department: 09 - FIREMEN'S PENSION							
09-5-09-13221	FIRE RETIREMENT PLAN	125,000.00	125,000.00	0.00	0.00	125,000.00	100.00 %
Department: 09 - FIREMEN'S PENSION Total:		125,000.00	125,000.00	0.00	0.00	125,000.00	100.00 %
Fund: 09 - FIREMEN'S PENSION Surplus (Deficit):		-69,600.00	-69,600.00	2,894.53	14,225.01	83,825.01	120.44 %
Fund: 11 - CONSERVATION TRUST							
Department: 00 - UNDESIGNATED							
11-4-00-67111	INTEREST ON INVESTMENTS	150.00	150.00	0.00	0.00	-150.00	100.00 %
11-4-00-68531	CTF STATE LOTTERY FUNDS	88,000.00	88,000.00	0.00	21,425.96	-66,574.04	75.65 %
Department: 00 - UNDESIGNATED Total:		88,150.00	88,150.00	0.00	21,425.96	-66,724.04	75.69 %
Department: 60 - CONSERVATION TRUST							
11-5-60-32911	OTHER REPAIRS & MNX	5,000.00	5,000.00	0.00	542.92	4,457.08	89.14 %
11-5-60-43941	LANDSCAPE AND TREES	4,000.00	4,000.00	4,020.00	4,020.00	-20.00	-0.50 %
11-5-60-74811	PARKS/RECREATIONAL FACILITIES	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
11-5-60-74900	PUBLIC TRAILS	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
11-5-60-74971	GOLF COURSE BUILDING	53,470.00	53,470.00	0.00	0.00	53,470.00	100.00 %
Department: 60 - CONSERVATION TRUST Total:		137,470.00	137,470.00	4,020.00	4,562.92	132,907.08	96.68 %
Fund: 11 - CONSERVATION TRUST Surplus (Deficit):		-49,320.00	-49,320.00	-4,020.00	16,863.04	66,183.04	134.19 %
Fund: 12 - ACLC DEBT SERVICE							
Department: 00 - UNDESIGNATED							
12-4-00-67111	INTEREST ON INVESTMENTS	0.00	0.00	0.00	181.69	181.69	0.00 %
12-4-00-69292	TRANSFER IN	484,000.00	484,000.00	0.00	0.00	-484,000.00	100.00 %
Department: 00 - UNDESIGNATED Total:		484,000.00	484,000.00	0.00	181.69	-483,818.31	99.96 %
Department: 65 - CITY HALL COMPLEX							
12-5-65-31631	ADMINISTRATIVE SERVICES	1,250.00	1,250.00	0.00	0.00	1,250.00	100.00 %
12-5-65-37111	REFUNDED BOND INTEREST	206,120.00	206,120.00	0.00	104,950.00	101,170.00	49.08 %
12-5-65-50952	BOND PRINCIPAL PAYMENTS	275,000.00	275,000.00	0.00	275,000.00	0.00	0.00 %
Department: 65 - CITY HALL COMPLEX Total:		482,370.00	482,370.00	0.00	379,950.00	102,420.00	21.23 %
Fund: 12 - ACLC DEBT SERVICE Surplus (Deficit):		1,630.00	1,630.00	0.00	-379,768.31	-381,398.31	23,398.67 %
Fund: 13 - EMPLOYEE BENEFIT							
Department: 00 - UNDESIGNATED							
13-4-00-68221	EBF CITY CONTRIBUTION	790,720.00	790,720.00	64,354.94	290,422.41	-500,297.59	63.27 %
13-4-00-69221	CITY CONTR: LIFE/AD&D	10,500.00	10,500.00	0.00	0.00	-10,500.00	100.00 %
13-4-00-69222	EBF EMPLOYEE CONTRIBUTION	252,500.00	252,500.00	20,363.32	93,068.63	-159,431.37	63.14 %
13-4-00-69223	COBRA EMPLOYEES	0.00	0.00	0.00	785.63	785.63	0.00 %
Department: 00 - UNDESIGNATED Total:		1,053,720.00	1,053,720.00	84,718.26	384,276.67	-669,443.33	63.53 %
Department: 62 - EMPLOYEE BENEFIT							
13-5-62-14111	MAJOR MEDICAL PREMIUM	232,000.00	232,000.00	16,346.58	64,306.89	167,693.11	72.28 %
13-5-62-14112	MEDICAL PREM-LIFE/AD&D	10,200.00	10,200.00	1,435.17	7,733.43	2,466.57	24.18 %
13-5-62-14131	MEDICAL SELF-INSURANCE	720,000.00	720,000.00	44,278.42	223,652.18	496,347.82	68.94 %
13-5-62-14141	INSURANCE ADMINISTRATION	64,500.00	64,500.00	2,173.12	20,258.52	44,241.48	68.59 %
13-5-62-14151	DENTAL	15,000.00	15,000.00	5,290.85	23,539.94	-8,539.94	-56.93 %
13-5-62-14161	WELLNESS	3,000.00	3,000.00	49.47	237.17	2,762.83	92.09 %
13-5-62-14171	EAP	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
13-5-62-14181	NBS	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
Department: 62 - EMPLOYEE BENEFIT Total:		1,054,700.00	1,054,700.00	69,573.61	339,728.13	714,971.87	67.79 %
Fund: 13 - EMPLOYEE BENEFIT Surplus (Deficit):		-980.00	-980.00	15,144.65	44,548.54	45,528.54	4,645.77 %
Fund: 19 - COMMUNITY RECREATION							
Department: 00 - UNDESIGNATED							
19-4-00-61311	GENERAL SALES TAX	1,221,010.00	1,221,010.00	108,172.64	412,912.95	-808,097.05	66.18 %

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19-4-00-63314	GRANT REVENUE	634,500.00	634,500.00	2,273.26	7,273.26	-627,226.74	98.85 %
19-4-00-64115	PHOTOCOPYING	5,000.00	5,000.00	475.15	1,906.71	-3,093.29	61.87 %
19-4-00-64116	MISCELLANEOUS	2,500.00	2,500.00	270.00	923.57	-1,576.43	63.06 %
19-4-00-66110	BOOK FINES	6,000.00	6,000.00	358.03	1,617.34	-4,382.66	73.04 %
19-4-00-67111	INTEREST ON INVESTMENTS	300.00	300.00	0.00	719.49	419.49	239.83 %
19-4-00-68131	DONATIONS	7,500.00	7,500.00	0.00	2,510.00	-4,990.00	66.53 %
19-4-00-68141	LEASE AGREEMENT REVENUE	24,750.00	24,750.00	0.00	0.00	-24,750.00	100.00 %
19-4-00-68151	ADVERTISING/SPONSORSHIPS	15,000.00	15,000.00	0.00	0.00	-15,000.00	100.00 %
19-4-00-68191	GENERAL GOVT MISCELLANEOUS	15,000.00	15,000.00	1,543.12	15,249.30	249.30	101.66 %
19-4-00-68411	COLLECTION CHARGES	100.00	100.00	0.00	30.00	-70.00	70.00 %
19-4-00-68511	CRF PROGRAM REVENUE	16,000.00	16,000.00	1,178.00	4,251.00	-11,749.00	73.43 %
19-4-00-68512	ADULT SOFTBALL REVENUE	34,000.00	34,000.00	15,822.50	19,302.50	-14,697.50	43.23 %
19-4-00-68513	FAIRGROUNDS REVENUE	2,100.00	2,100.00	40.00	40.00	-2,060.00	98.10 %
19-4-00-68514	SPECIAL EVENTS	3,500.00	3,500.00	30.00	215.00	-3,285.00	93.86 %
19-4-00-68517	BASKETBALL PROGRAMS	11,000.00	11,000.00	330.00	530.00	-10,470.00	95.18 %
19-4-00-68518	YOUTH BASEBALL/SOFTBALL REV	5,500.00	5,500.00	1,800.00	2,800.00	-2,700.00	49.09 %
19-4-00-68519	AEROBICS PROGRAMS	700.00	700.00	9.90	41.00	-659.00	94.14 %
19-4-00-68520	TENNIS PROGRAMS	700.00	700.00	150.00	155.00	-545.00	77.86 %
19-4-00-68521	VOLLEYBALL PROGRAMS	8,500.00	8,500.00	30.00	9,310.00	810.00	109.53 %
19-4-00-68522	GYMNASTICS PROGRAMS	2,400.00	2,400.00	775.00	1,105.00	-1,295.00	53.96 %
19-4-00-68523	RECREATION CENTER ROOM RENTAL	10,000.00	10,000.00	490.00	3,980.00	-6,020.00	60.20 %
19-4-00-68524	HOCKEY	3,000.00	3,000.00	0.00	220.00	-2,780.00	92.67 %
19-4-00-68525	SOCCER	9,000.00	9,000.00	625.00	5,815.00	-3,185.00	35.39 %
19-4-00-68526	WRESTLING	2,000.00	2,000.00	0.00	2,515.00	515.00	125.75 %
19-4-00-68530	RECREATION MEMBERSHIP FEE	60,000.00	60,000.00	4,604.97	28,619.29	-31,380.71	52.30 %
19-4-00-68531	ICE RINK OPERATIONS	33,950.00	33,950.00	0.00	0.00	-33,950.00	100.00 %
19-4-00-69292	TRANSFER IN	88,850.00	88,850.00	0.00	0.00	-88,850.00	100.00 %
19-4-00-69293	LEASE PROCEEDS	1,826,380.00	1,826,380.00	0.00	0.00	-1,826,380.00	100.00 %
Department: 00 - UNDESIGNATED Total:		4,049,240.00	4,049,240.00	138,977.57	522,041.41	-3,527,198.59	87.11 %
Department: 52 - REC/CULTURE PROGRAMS							
19-5-52-77675	ARCHITECTURAL & ENGINEERING SVCS	0.00	0.00	11,750.00	58,750.00	-58,750.00	0.00 %
Department: 52 - REC/CULTURE PROGRAMS Total:		0.00	0.00	11,750.00	58,750.00	-58,750.00	0.00 %
Department: 54 - LIBRARY							
19-5-54-11111	FULL TIME SALARIES	83,520.00	83,520.00	6,551.20	29,655.83	53,864.17	64.49 %
19-5-54-11112	PART TIME SALARIES	127,720.00	127,720.00	9,367.24	40,189.39	87,530.61	68.53 %
19-5-54-12111	FULL TIME OVERTIME	300.00	300.00	0.00	17.13	282.87	94.29 %
19-5-54-13111	PERA/ICMA	28,950.00	28,950.00	2,124.23	9,326.41	19,623.59	67.78 %
19-5-54-14151	MEDICARE	3,200.00	3,200.00	224.82	987.14	2,212.86	69.15 %
19-5-54-14211	WORKMENS COMPENSATION	870.00	870.00	85.63	171.26	698.74	80.31 %
19-5-54-14311	MEDICAL/DENTAL INSURANCE	15,000.00	15,000.00	1,445.94	6,506.73	8,493.27	56.62 %
19-5-54-14312	LIFE INSURANCE	300.00	300.00	0.00	0.00	300.00	100.00 %
19-5-54-14611	UNEMPLOYMENT INSURANCE	600.00	600.00	46.92	206.08	393.92	65.65 %
19-5-54-21111	GENERAL OFFICE SUPPLIES	2,000.00	2,000.00	33.15	1,057.40	942.60	47.13 %
19-5-54-21131	POSTAGE	100.00	100.00	0.00	0.00	100.00	100.00 %
19-5-54-21151	PHOTOCOPIES	4,000.00	4,000.00	218.76	852.07	3,147.93	78.70 %
19-5-54-22451	ONLINE DATABASES	8,135.00	8,135.00	0.00	2,635.00	5,500.00	67.61 %
19-5-54-22791	MISCELLANEOUS SUPPLIES	7,000.00	7,000.00	83.55	2,393.40	4,606.60	65.81 %
19-5-54-31991	OTHER PROFESSIONAL SVS	100.00	100.00	0.00	200.00	-100.00	-100.00 %
19-5-54-32111	TRAVEL & CONFERENCES	700.00	700.00	0.00	0.00	700.00	100.00 %
19-5-54-32211	TUITION & TRAINING	500.00	500.00	0.00	100.00	400.00	80.00 %
19-5-54-32311	MEMBERSHIP & DUES	300.00	300.00	0.00	0.00	300.00	100.00 %
19-5-54-33111	ADVERTISING	600.00	600.00	0.00	0.00	600.00	100.00 %
19-5-54-33202	WIRELESS SERVICE	360.00	360.00	0.00	80.00	280.00	77.78 %
19-5-54-34511	COLLECTION EXPENSE	600.00	600.00	50.00	150.00	450.00	75.00 %
19-5-54-35101	LIBRARY MATERIALS: PRINT	35,000.00	35,000.00	2,249.07	9,268.78	25,731.22	73.52 %
19-5-54-35102	LIBRARY MATERIALS: NON-PRINT	5,500.00	5,500.00	664.53	1,950.34	3,549.66	64.54 %
19-5-54-35341	MAINTENANCE AGREEMENT	1,875.00	1,875.00	0.00	0.00	1,875.00	100.00 %
19-5-54-35372	SUMMER READING	2,200.00	2,200.00	0.00	0.00	2,200.00	100.00 %

Budget Report

For Fiscal: 2017 Period Ending: 04/30/2017

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
19-5-54-35391	RADIO EQUIP REPAIR & MAINTENAN...	800.00	800.00	0.00	250.00	550.00	68.75 %
19-5-54-38822	OFFICE EQUIPMENT	1,000.00	1,000.00	0.00	655.79	344.21	34.42 %
19-5-54-39101	GRANT FUNDED	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00 %
19-5-54-39726	GENEALOGY	500.00	500.00	0.00	0.00	500.00	100.00 %
19-5-54-69812	TRANSFERS OUT	171,030.00	171,030.00	0.00	0.00	171,030.00	100.00 %
Department: 54 - LIBRARY Total:		507,260.00	507,260.00	23,145.04	106,652.75	400,607.25	78.97 %
Department: 66 - COMMUNITY RECREATION							
19-5-66-11111	FULL TIME SALARIES	206,340.00	206,340.00	15,481.09	74,134.72	132,205.28	64.07 %
19-5-66-11112	PART TIME SALARIES	249,250.00	249,250.00	15,363.78	58,267.41	190,982.59	76.62 %
19-5-66-11116	SALARIES-SEASONAL	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
19-5-66-12111	FULL TIME OVERTIME	800.00	800.00	2.03	2.03	797.97	99.75 %
19-5-66-13111	PERA/ICMA	63,490.00	63,490.00	4,102.56	17,583.70	45,906.30	72.30 %
19-5-66-14151	MEDICARE	5,500.00	5,500.00	434.25	1,861.13	3,638.87	66.16 %
19-5-66-14211	WORKMENS COMPENSATION	9,200.00	9,200.00	859.27	1,718.55	7,481.45	81.32 %
19-5-66-14311	MEDICAL/DENTAL INSURANCE	42,000.00	42,000.00	3,212.42	14,455.89	27,544.11	65.58 %
19-5-66-14312	LIFE INSURANCE	700.00	700.00	0.00	0.00	700.00	100.00 %
19-5-66-14611	UNEMPLOYMENT INSURANCE	1,200.00	1,200.00	90.13	386.47	813.53	67.79 %
19-5-66-21111	GENERAL OFFICE SUPPLIES	3,000.00	3,000.00	8.99	511.87	2,488.13	82.94 %
19-5-66-21121	LITERATURE-BOOKS	200.00	200.00	0.00	115.95	84.05	42.03 %
19-5-66-21221	OUTSIDE PRINTING	1,500.00	1,500.00	600.00	600.00	900.00	60.00 %
19-5-66-22111	GAS & OIL	1,000.00	1,000.00	0.00	119.11	880.89	88.09 %
19-5-66-22411	BUILDING MAINT SUPPLIES	11,500.00	11,500.00	471.63	1,970.56	9,529.44	82.86 %
19-5-66-22791	MISCELLANEOUS SUPPLIES	10,000.00	10,000.00	149.93	1,798.77	8,201.23	82.01 %
19-5-66-31345	GOLF COURSE MAINT	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
19-5-66-32111	TRAVEL & CONFERENCES	1,500.00	1,500.00	0.00	67.45	1,432.55	95.50 %
19-5-66-32211	TUITION & TRAINING	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
19-5-66-32311	MEMBERSHIP & DUES	1,000.00	1,000.00	105.00	210.00	790.00	79.00 %
19-5-66-32611	RECREATION PROGRAMS	55,000.00	55,000.00	4,790.91	12,156.31	42,843.69	77.90 %
19-5-66-33111	ADVERTISING	3,500.00	3,500.00	0.00	403.99	3,096.01	88.46 %
19-5-66-33211	TELEPHONE	3,200.00	3,200.00	114.72	571.05	2,628.95	82.15 %
19-5-66-33411	ELECTRICAL/GAS SERVICES	85,000.00	85,000.00	689.24	12,645.09	72,354.91	85.12 %
19-5-66-33413	PROPANE	2,000.00	2,000.00	0.00	208.23	1,791.77	89.59 %
19-5-66-34311	EQUIPMENT/MACHINERY RENTAL	500.00	500.00	0.00	0.00	500.00	100.00 %
19-5-66-35111	VEHICLE REPAIR	1,000.00	1,000.00	0.00	26.22	973.78	97.38 %
19-5-66-35211	BLDG MAINT/REPAIR	16,000.00	16,000.00	27.46	5,139.73	10,860.27	67.88 %
19-5-66-35341	MAINTENANCE AGREEMENT	6,950.00	6,950.00	257.84	1,756.92	5,193.08	74.72 %
19-5-66-37321	UNIFORM ALLOWANCE	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
19-5-66-38822	OFFICE EQUIPMENT	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
19-5-66-41101	EQUIPMENT-REPAIR & MNX	13,000.00	13,000.00	0.00	1,530.21	11,469.79	88.23 %
19-5-66-46130	SPECIAL PROJECTS	80,000.00	78,500.00	220.00	19,635.67	58,864.33	74.99 %
19-5-66-69812	TRANSFERS OUT	125,910.00	125,910.00	0.00	0.00	125,910.00	100.00 %
19-5-66-74811	PARKS/RECREATIONAL FACILITIES	2,583,380.00	2,583,380.00	50,704.53	50,704.53	2,532,675.47	98.04 %
Department: 66 - COMMUNITY RECREATION Total:		3,600,120.00	3,598,620.00	97,685.78	278,581.56	3,320,038.44	92.26 %
Fund: 19 - COMMUNITY RECREATION Surplus (Deficit):		-58,140.00	-56,640.00	6,396.75	78,057.10	134,697.10	237.81 %
Fund: 31 - ENTERPRISE DEBT FUND							
Department: 00 - UNDESIGNATED							
31-4-00-61311	GENERAL SALES TAX	1,221,010.00	1,221,010.00	108,172.73	412,913.37	-808,096.63	66.18 %
Department: 00 - UNDESIGNATED Total:		1,221,010.00	1,221,010.00	108,172.73	412,913.37	-808,096.63	66.18 %
Department: 90 - EF DEBT SERVICE							
31-5-90-31631	ADMINISTRATIVE SERVICES	94,920.00	94,920.00	0.00	47,460.00	47,460.00	50.00 %
31-5-90-37141	REFUNDING BOND INTEREST	163,460.00	163,460.00	0.00	81,726.63	81,733.37	50.00 %
31-5-90-50952	BOND PRINCIPAL PAYMENTS	557,120.00	557,120.00	0.00	278,561.44	278,558.56	50.00 %
31-5-90-69812	TRANSFERS OUT	0.00	383,000.00	0.00	0.00	383,000.00	100.00 %
Department: 90 - EF DEBT SERVICE Total:		815,500.00	1,198,500.00	0.00	407,748.07	790,751.93	65.98 %
Fund: 31 - ENTERPRISE DEBT FUND Surplus (Deficit):		405,510.00	22,510.00	108,172.73	5,165.30	-17,344.70	77.05 %
Report Surplus (Deficit):		-20,660.00	-788,100.00	70,172.47	-40,362.67	747,737.33	94.88 %

Group Summary

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 02 - GENERAL FUND						
00 - UNDESIGNATED	9,516,260.00	9,516,260.00	573,747.36	2,666,453.16	-6,849,806.84	71.98 %
10 - CITY COUNCIL	73,960.00	73,960.00	5,009.92	29,351.82	44,608.18	60.31 %
11 - LEGAL SERVICES	77,000.00	77,000.00	4,774.53	19,120.65	57,879.35	75.17 %
12 - MUNICIPAL COURT	310,120.00	310,120.00	24,764.91	71,191.15	238,928.85	77.04 %
13 - CITY MANAGER	211,630.00	211,630.00	15,898.17	77,672.59	133,957.41	63.30 %
14 - CITY CLERK	103,760.00	103,760.00	7,393.95	30,745.36	73,014.64	70.37 %
15 - HR/RISK MANAGEMENT	308,920.00	308,920.00	7,921.09	145,380.64	163,539.36	52.94 %
16 - FINANCE DEPARTMENT	429,900.00	431,340.00	27,152.99	141,376.13	289,963.87	67.22 %
17 - NON-DEPARTMENTAL	738,610.00	738,610.00	22,329.71	145,851.36	592,758.64	80.25 %
18 - INFORMATION TECHNOLOGY	452,885.00	458,185.00	25,452.94	137,692.11	320,492.89	69.95 %
20 - POLICE ADMINISTRATION	211,810.00	211,810.00	16,281.44	72,805.81	139,004.19	65.63 %
21 - POLICE OPERATIONS	1,940,360.00	1,940,360.00	235,853.71	698,830.83	1,241,529.17	63.98 %
22 - FIRE OPERATIONS	887,250.00	885,750.00	59,282.60	110,318.37	775,431.63	87.55 %
23 - SUPPORT SERVICES	374,350.00	372,850.00	27,173.80	100,219.25	272,630.75	73.12 %
30 - PUBLIC WORKS ADMIN	317,880.00	317,880.00	15,808.93	68,439.49	249,440.51	78.47 %
31 - STREET MAINTENANCE	1,796,600.00	1,796,600.00	59,383.38	307,618.97	1,488,981.03	82.88 %
35 - BUILDING INSPECTION	250,800.00	250,800.00	18,081.27	81,641.33	169,158.67	67.45 %
36 - FLEET MAINTENANCE	231,345.00	231,345.00	17,644.67	73,484.80	157,860.20	68.24 %
50 - CEMETERY	87,850.00	87,850.00	5,353.83	22,786.52	65,063.48	74.06 %
51 - PARKS MAINTENANCE	904,180.00	904,180.00	36,456.11	131,306.77	772,873.23	85.48 %
52 - REC/CULTURE PROGRAMS	88,805.00	88,805.00	0.00	0.00	88,805.00	100.00 %
Fund: 02 - GENERAL FUND Surplus (Deficit):	-281,755.00	-285,495.00	-58,270.59	200,619.21	486,114.21	170.27 %
Fund: 03 - ENTERPRISE FUND						
00 - UNDESIGNATED	3,733,000.00	3,733,000.00	269,559.00	1,039,958.57	-2,693,041.43	72.14 %
01 - WATER DEPARTMENT	1,146,310.00	1,278,510.00	124,808.49	324,810.81	953,699.19	74.59 %
02 - SEWER DEPARTMENT	538,140.00	538,140.00	20,808.11	85,147.28	452,992.72	84.18 %
03 - SANITATION DEPARTMENT	986,520.00	986,520.00	62,287.67	459,015.51	527,504.49	53.47 %
05 - SEWAGE TREATMENT	361,315.00	611,315.00	24,818.51	96,966.15	514,348.85	84.14 %
06 - WATER TREATMENT	606,170.00	606,170.00	20,728.62	80,162.18	526,007.82	86.78 %
Fund: 03 - ENTERPRISE FUND Surplus (Deficit):	94,545.00	-287,655.00	16,107.60	-6,143.36	281,511.64	97.86 %
Fund: 04 - CAPITAL IMPROVEMENTS						
00 - UNDESIGNATED	150,000.00	150,000.00	0.00	0.00	-150,000.00	100.00 %
40 - CAPITAL IMPROVEMENTS	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00 %
Fund: 04 - CAPITAL IMPROVEMENTS Surplus (Deficit):	-50,000.00	-50,000.00	0.00	0.00	50,000.00	100.00 %
Fund: 06 - CEMETERY ENDOWMENT						
00 - UNDESIGNATED	20,050.00	20,050.00	2,450.00	5,150.00	-14,900.00	74.31 %
59 - CEMETERY ENDOWMENT	32,600.00	32,600.00	18,703.20	19,079.20	13,520.80	41.47 %
Fund: 06 - CEMETERY ENDOWMENT Surplus (Deficit):	-12,550.00	-12,550.00	-16,253.20	-13,929.20	-1,379.20	-10.99 %
Fund: 09 - FIREMEN'S PENSION						
00 - UNDESIGNATED	55,400.00	55,400.00	2,894.53	14,225.01	-41,174.99	74.32 %
09 - FIREMEN'S PENSION	125,000.00	125,000.00	0.00	0.00	125,000.00	100.00 %
Fund: 09 - FIREMEN'S PENSION Surplus (Deficit):	-69,600.00	-69,600.00	2,894.53	14,225.01	83,825.01	120.44 %
Fund: 11 - CONSERVATION TRUST						
00 - UNDESIGNATED	88,150.00	88,150.00	0.00	21,425.96	-66,724.04	75.69 %
60 - CONSERVATION TRUST	137,470.00	137,470.00	4,020.00	4,562.92	132,907.08	96.68 %
Fund: 11 - CONSERVATION TRUST Surplus (Deficit):	-49,320.00	-49,320.00	-4,020.00	16,863.04	66,183.04	134.19 %
Fund: 12 - ACLC DEBT SERVICE						
00 - UNDESIGNATED	484,000.00	484,000.00	0.00	181.69	-483,818.31	99.96 %
65 - CITY HALL COMPLEX	482,370.00	482,370.00	0.00	379,950.00	102,420.00	21.23 %
Fund: 12 - ACLC DEBT SERVICE Surplus (Deficit):	1,630.00	1,630.00	0.00	-379,768.31	-381,398.31	23,398.67 %
Fund: 13 - EMPLOYEE BENEFIT						
00 - UNDESIGNATED	1,053,720.00	1,053,720.00	84,718.26	384,276.67	-669,443.33	63.53 %
62 - EMPLOYEE BENEFIT	1,054,700.00	1,054,700.00	69,573.61	339,728.13	714,971.87	67.79 %

Budget Report

For Fiscal: 2017 Period Ending: 04/30/2017

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 13 - EMPLOYEE BENEFIT Surplus (Deficit):	-980.00	-980.00	15,144.65	44,548.54	45,528.54	4,645.77 %
Fund: 19 - COMMUNITY RECREATION						
00 - UNDESIGNATED	4,049,240.00	4,049,240.00	138,977.57	522,041.41	-3,527,198.59	87.11 %
52 - REC/CULTURE PROGRAMS	0.00	0.00	11,750.00	58,750.00	-58,750.00	0.00 %
54 - LIBRARY	507,260.00	507,260.00	23,145.04	106,652.75	400,607.25	78.97 %
66 - COMMUNITY RECREATION	3,600,120.00	3,598,620.00	97,685.78	278,581.56	3,320,038.44	92.26 %
Fund: 19 - COMMUNITY RECREATION Surplus (Deficit):	-58,140.00	-56,640.00	6,396.75	78,057.10	134,697.10	237.81 %
Fund: 31 - ENTERPRISE DEBT FUND						
00 - UNDESIGNATED	1,221,010.00	1,221,010.00	108,172.73	412,913.37	-808,096.63	66.18 %
90 - EF DEBT SERVICE	815,500.00	1,198,500.00	0.00	407,748.07	790,751.93	65.98 %
Fund: 31 - ENTERPRISE DEBT FUND Surplus (Deficit):	405,510.00	22,510.00	108,172.73	5,165.30	-17,344.70	77.05 %
Report Surplus (Deficit):	-20,660.00	-788,100.00	70,172.47	-40,362.67	747,737.33	94.88 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
02 - GENERAL FUND	-281,755.00	-285,495.00	-58,270.59	200,619.21	486,114.21
03 - ENTERPRISE FUND	94,545.00	-287,655.00	16,107.60	-6,143.36	281,511.64
04 - CAPITAL IMPROVEMENTS	-50,000.00	-50,000.00	0.00	0.00	50,000.00
06 - CEMETERY ENDOWMENT	-12,550.00	-12,550.00	-16,253.20	-13,929.20	-1,379.20
09 - FIREMEN'S PENSION	-69,600.00	-69,600.00	2,894.53	14,225.01	83,825.01
11 - CONSERVATION TRUST	-49,320.00	-49,320.00	-4,020.00	16,863.04	66,183.04
12 - ACLC DEBT SERVICE	1,630.00	1,630.00	0.00	-379,768.31	-381,398.31
13 - EMPLOYEE BENEFIT	-980.00	-980.00	15,144.65	44,548.54	45,528.54
19 - COMMUNITY RECREATION	-58,140.00	-56,640.00	6,396.75	78,057.10	134,697.10
31 - ENTERPRISE DEBT FUND	405,510.00	22,510.00	108,172.73	5,165.30	-17,344.70
Report Surplus (Deficit):	-20,660.00	-788,100.00	70,172.47	-40,362.67	747,737.33



Alamosa, CO

Detail Report Account Detail

Date Range: 04/01/2017 - 04/30/2017

Account	Name				Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
Fund: 99 - POOLED CASH									
99-1-00-71111		POOLED CASH			4,235,714.54	275,558.07	5,654,563.08	5,379,005.01	4,511,272.61
Post Date	Packet Number	Source Transaction	Description	Vendor	Project Account	Debits	Credits	Running Balance	
04/01/2017	GLPKT04413	JN04192	CC DEPOSIT			187.00		4,235,901.54	
04/02/2017	GLPKT04413	JN04193	CC DEPOSIT			30.00		4,235,931.54	
04/03/2017	GLPKT04200	JN04031	DEPOSIT DAILY CASH POSTING 4/03/2017			62.00		4,235,993.54	
04/03/2017	GLPKT04201	JN04032	DEPOSIT DAILY PAYMENT POSTING			1,435.09		4,237,428.63	
04/03/2017	GLPKT04202	JN04033	DEPOSIT PAYMENT			2,841.02		4,240,269.65	
04/03/2017	GLPKT04202	JN04033	DEPOSIT DAILY CASH POSTING 4/03/2017			765.41		4,241,035.06	
04/03/2017	GLPKT04202	JN04033	DEPOSIT PAYMENT POSTING			30.00		4,241,065.06	
04/03/2017	GLPKT04202	JN04033	DEPOSIT DAILY PAYMENT POSTING			11,282.77		4,252,347.83	
04/03/2017	GLPKT04202	JN04033	DEPOSIT PAYMENT POSTING			168.53		4,252,516.36	
04/03/2017	APPKT01080	DFT0003830	XCEL ENERGY	15115 - XCEL ENERGY			10.87	4,252,505.49	
04/03/2017	APPKT01080	DFT0003831	XCEL ENERGY	15115 - XCEL ENERGY			11.98	4,252,493.51	
04/03/2017	APPKT01080	DFT0003832	XCEL ENERGY	15115 - XCEL ENERGY			166.48	4,252,327.03	
04/03/2017	APPKT01080	DFT0003833	XCEL ENERGY	15115 - XCEL ENERGY			742.21	4,251,584.82	
04/03/2017	APPKT01080	DFT0003834	XCEL ENERGY	15115 - XCEL ENERGY			863.27	4,250,721.55	
04/03/2017	APPKT01080	DFT0003835	XCEL ENERGY	15115 - XCEL ENERGY			196.37	4,250,525.18	
04/03/2017	APPKT01080	DFT0003836	XCEL ENERGY	15115 - XCEL ENERGY			4,287.18	4,246,238.00	
04/03/2017	APPKT01093	DFT0003875	XCEL ENERGY	15115 - XCEL ENERGY			10.71	4,246,227.29	
04/03/2017	APPKT01120	DFT0003937	PAYPAL	11510 - PAYPAL			199.99	4,246,027.30	
04/03/2017	APPKT01126	DFT0003938	PAYPAL	11510 - PAYPAL			950.00	4,245,077.30	
04/03/2017	GLPKT04413	JN04194	CC DEPOSIT			680.00		4,245,757.30	
04/04/2017	GLPKT04204	JN04035	DEPOSIT CASH RECEIPTS			1,380.00		4,247,137.30	
04/04/2017	APPKT01071	135400	MEDINA, RONNIE	16483 - MEDINA, RONNIE			310.00	4,246,827.30	
04/04/2017	APPKT01073	135401	CRAIG WORTH	16484 - CRAIG WORTH			5.00	4,246,822.30	
04/04/2017	APPKT01073	135402	DAWN GARCIA	16485 - DAWN GARCIA			5.00	4,246,817.30	
04/04/2017	APPKT01073	135403	EAGLE COUNTY FLEET SERVICES	16107 - EAGLE COUNTY FLEET SERVICES			20,000.00	4,226,817.30	
04/04/2017	APPKT01073	135404	JUSTIN SALAZAR	16486 - JUSTIN SALAZAR			5.00	4,226,812.30	
04/04/2017	GLPKT04212	JN04039	DEPOSIT DAILY PAYMENT POSTING			312.74		4,227,125.04	
04/04/2017	GLPKT04213	JN04040	DEPOSIT PAYMENT POSTING			87.17		4,227,212.21	
04/04/2017	GLPKT04213	JN04040	DEPOSIT DAILY CASH POSTING 4/04/2017			25.00		4,227,237.21	
04/04/2017	GLPKT04213	JN04040	DEPOSIT PAYMENT			1,967.00		4,229,204.21	
04/04/2017	GLPKT04213	JN04040	DEPOSIT DAILY PAYMENT POSTING			5,971.99		4,235,176.20	
04/04/2017	GLPKT04214	JN04041	DEPOSIT CASH RECEIPTS			203.00		4,235,379.20	
04/04/2017	APPKT01080	DFT0003821	NATIONAL BENEFIT SERVICES, LLC	16012 - NATIONAL BENEFIT SERVICES, LLC			2,823.58	4,232,555.62	

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Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
99-1-00-71111	POOLED CASH - Continued	4,235,714.54	275,558.07	5,654,563.08	5,379,005.01	4,511,272.61

Post Date	Packet Number	Source Transaction	Description	Vendor	Project Account	Debits	Credits	Running Balance
04/04/2017	APPKT01080	DFT0003845	SOLTURA ENERGY CAPITAL	12441 - SOLTURA ENERGY CAPITAL			689.24	4,231,866.38
04/04/2017	GLPKT04413	JN04195	CC DEPOSIT			310.00		4,232,176.38
04/05/2017	GLPKT04221	JN04048	DEPOSIT DAILY PAYMENT POSTING			464.20		4,232,640.58
04/05/2017	GLPKT04222	JN04049	DEPOSIT DAILY CASH POSTING 4/05/2017			1,076.99		4,233,717.57
04/05/2017	GLPKT04222	JN04049	DEPOSIT PAYMENT POSTING			1,632.00		4,235,349.57
04/05/2017	GLPKT04222	JN04049	DEPOSIT DAILY PAYMENT POSTING			1,779.18		4,237,128.75
04/05/2017	GLPKT04223	JN04050	DEPOSIT CASH RECEIPTS			1,045.00		4,238,173.75
04/05/2017	APPKT01080	DFT0003823	JADE COMMUNICATIONS LLC	11914 - JADE COMMUNICATIONS LLC			335.96	4,237,837.79
04/05/2017	APPKT01080	DFT0003828	XCEL ENERGY	15115 - XCEL ENERGY			206.44	4,237,631.35
04/05/2017	APPKT01080	DFT0003829	XCEL ENERGY	15115 - XCEL ENERGY			10,387.50	4,227,243.85
04/05/2017	GLPKT04390	JN04178	1st Quarter 2017 Unemployment Payment				3,644.80	4,223,599.05
04/05/2017	GLPKT04413	JN04196	CC DEPOSIT			1,085.00		4,224,684.05
04/06/2017	GLPKT04224	JN04051	DEPOSIT DAILY CASH POSTING 4/06/2017			2,192.46		4,226,876.51
04/06/2017	APPKT01075	135405	ALAMOSA POSTMASTER	10012 - ALAMOSA POSTMASTER			3,000.00	4,223,876.51
04/06/2017	APPKT01075	135406	WIRELESS ADVANCED COMMUNICATIONS	15756 - WIRELESS ADVANCED COMMUNICAT...			8,847.00	4,215,029.51
04/06/2017	GLPKT04227	JN04052	DEPOSIT DAILY PAYMENT POSTING			122.64		4,215,152.15
04/06/2017	GLPKT04228	JN04053	DEPOSIT CASH RECEIPTS			249.00		4,215,401.15
04/06/2017	GLPKT04229	JN04054	DEPOSIT DAILY PAYMENT POSTING			1,359.44		4,216,760.59
04/06/2017	GLPKT04229	JN04054	DEPOSIT PAYMENT POSTING			15.00		4,216,775.59
04/06/2017	GLPKT04229	JN04054	DEPOSIT DAILY CASH POSTING 4/06/2017			3,923.82		4,220,699.41
04/06/2017	APPKT01080	DFT0003820	COLORADO CHOICE HEALTH PLANS	11151 - COLORADO CHOICE HEALTH PLANS			18,519.70	4,202,179.71
04/06/2017	APPKT01080	DFT0003822	GE MONEY BANK/AMAZON	10953 - GE MONEY BANK/AMAZON			501.72	4,201,677.99
04/06/2017	APPKT01080	DFT0003844	PINNACOL ASSURANCE	15307 - PINNACOL ASSURANCE			17,372.82	4,184,305.17
04/06/2017	GLPKT04413	JN04197	CC DEPOSIT			165.00		4,184,470.17
04/07/2017	APPKT01076	135407	1903 SOLUTIONS LLC	12795 - 1903 SOLUTIONS LLC			1,115.00	4,183,355.17
04/07/2017	APPKT01076	135408	ACE HARDWARE OF ALAMOSA	12276 - ACE HARDWARE OF ALAMOSA			228.02	4,183,127.15
04/07/2017	APPKT01076	135409	AIRGAS USA, LLC	15230 - AIRGAS USA, LLC			93.98	4,183,033.17
04/07/2017	APPKT01076	135410	ALAMOSA COUNTY SHERIFF DEPT	11301 - ALAMOSA COUNTY SHERIFF DEPT			24,332.00	4,158,701.17
04/07/2017	APPKT01076	135411	ALAMOSA SENIOR CITIZENS	10013 - ALAMOSA SENIOR CITIZENS			650.00	4,158,051.17
04/07/2017	APPKT01076	135412	ALAMOSA STATE BANK-VISA	15422 - ALAMOSA STATE BANK-VISA			2,656.86	4,155,394.31
04/07/2017	APPKT01076	135413	ALPINE ELECTRIC, INC	15231 - ALPINE ELECTRIC, INC			1,115.27	4,154,279.04
04/07/2017	APPKT01076	135414	AMG SHEETMETAL	16480 - AMG SHEETMETAL			285.00	4,153,994.04
04/07/2017	APPKT01076	135415	AUTOZONE	12768 - AUTOZONE			251.97	4,153,742.07
04/07/2017	APPKT01076	135416	AV TECH	10102 - AV TECH			6,696.94	4,147,045.13
04/07/2017	APPKT01076	135417	BENJAMIN GIBBONS	12870 - BENJAMIN GIBBONS			1,906.75	4,145,138.38
04/07/2017	APPKT01076	135418	BRIDGESTONE AMERICAS, INC	12799 - BRIDGESTONE AMERICAS, INC			3,263.55	4,141,874.83
04/07/2017	APPKT01076	135419	BRIMHALL INDUSTRIAL	10561 - BRIMHALL INDUSTRIAL			1,182.18	4,140,692.65
04/07/2017	APPKT01076	135420	BSN SPORTS/COLLEGIATE PACIFIC	11011 - BSN SPORTS/COLLEGIATE PACIFIC			1,639.99	4,139,052.66
04/07/2017	APPKT01076	135421	CED, INC.	15223 - CED, INC.			26.48	4,139,026.18
04/07/2017	APPKT01076	135422	CENTURYLINK	12295 - CENTURYLINK			447.59	4,138,578.59
04/07/2017	APPKT01076	135423	CENTURYLINK BUSINESS SERVICE	12304 - CENTURYLINK BUSINESS SERVICE			189.16	4,138,389.43

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Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
99-1-00-71111	POOLED CASH - Continued	4,235,714.54	275,558.07	5,654,563.08	5,379,005.01	4,511,272.61

Post Date	Packet Number	Source Transaction	Description	Vendor	Project Account	Debits	Credits	Running Balance
04/07/2017	APPKT01076	135424	COBITCO INC.	15842 - COBITCO INC.			2,214.00	4,136,175.43
04/07/2017	APPKT01076	135425	COLO. BUREAU OF INVESTIGATIONS	90194 - COLO. BUREAU OF INVESTIGATIONS			38.50	4,136,136.93
04/07/2017	APPKT01076	135426	COLORADO STATE PATROL	90219 - COLORADO STATE PATROL			74,859.50	4,061,277.43
04/07/2017	APPKT01076	135427	COMPANION VOLUNTARY LIFE	15935 - COMPANION VOLUNTARY LIFE			7,356.02	4,053,921.41
04/07/2017	APPKT01076	135428	DANA KEPNER COMPANY	10041 - DANA KEPNER COMPANY			950.54	4,052,970.87
04/07/2017	APPKT01076	135429	DANNY GALLEGOS	16488 - DANNY GALLEGOS			383.90	4,052,586.97
04/07/2017	APPKT01076	135430	DELTA RIGGING & TOOLS	16487 - DELTA RIGGING & TOOLS			100.00	4,052,486.97
04/07/2017	APPKT01076	135431	DEPARTMENT OF THE TREASURY	16382 - DEPARTMENT OF THE TREASURY			158.46	4,052,328.51
04/07/2017	APPKT01076	135432	DETROIT INDUSTRIAL TOOL	11368 - DETROIT INDUSTRIAL TOOL			138.06	4,052,190.45
04/07/2017	APPKT01076	135433	ELENA ZARAZUA	16288 - ELENA ZARAZUA			5.00	4,052,185.45
04/07/2017	APPKT01076	135434	FARIS MACHINERY COMPANY	11504 - FARIS MACHINERY COMPANY			445.13	4,051,740.32
04/07/2017	APPKT01076	135435	FEDEX	10519 - FEDEX			102.41	4,051,637.91
04/07/2017	APPKT01076	135436	FREMAREK, INC	90577 - FREMAREK, INC			132.27	4,051,505.64
04/07/2017	APPKT01076	135437	FRONT RANGE FIRE APPARATUS	15377 - FRONT RANGE FIRE APPARATUS			607.84	4,050,897.80
04/07/2017	APPKT01076	135438	FUENTES AUTO GLASS	15964 - FUENTES AUTO GLASS			175.00	4,050,722.80
04/07/2017	APPKT01076	135439	HI-PERFORMANCE WASH SYSTEMS, INC	12175 - HI-PERFORMANCE WASH SYSTEMS, I...			259.93	4,050,462.87
04/07/2017	APPKT01076	135440	HOGUES GLASS	15214 - HOGUES GLASS			170.87	4,050,292.00
04/07/2017	APPKT01076	135441	HOLIDAY INN EXPRESS-INN AND SUITES	15519 - HOLIDAY INN EXPRESS-INN AND SUIT...			182.00	4,050,110.00
04/07/2017	APPKT01076	135442	HUSMANN PLUMBING	10645 - HUSMANN PLUMBING			55.56	4,050,054.44
04/07/2017	APPKT01076	135443	INGRAM LIBRARY SERVICE	15125 - INGRAM LIBRARY SERVICE			2,235.94	4,047,818.50
04/07/2017	APPKT01076	135444	INTERLINE BRANDS., INC	10660 - INTERLINE BRANDS., INC			1,222.30	4,046,596.20
04/07/2017	APPKT01076	135445	INTERMOUNTAIN LOCK & SECURITY SUPPLY	15763 - INTERMOUNTAIN LOCK & SECURITY ...			429.84	4,046,166.36
04/07/2017	APPKT01076	135446	JAVELINA TRADING CO	11069 - JAVELINA TRADING CO			134.75	4,046,031.61
04/07/2017	APPKT01076	135447	JOEL HEREDIA	11314 - JOEL HEREDIA			75.00	4,045,956.61
04/07/2017	APPKT01076	135448	JOHN GONZALES	12375 - JOHN GONZALES			770.00	4,045,186.61
04/07/2017	APPKT01076	135449	KINSCO	12069 - KINSCO			399.93	4,044,786.68
04/07/2017	APPKT01076	135450	KIRK SOWARDS	90491 - KIRK SOWARDS			18.70	4,044,767.98
04/07/2017	APPKT01076	135451	KOIS BROTHERS EQUIPMENT CO	10066 - KOIS BROTHERS EQUIPMENT CO			4,303.00	4,040,464.98
04/07/2017	APPKT01076	135452	L L JOHNSON DISTRIBUTORS	11984 - L L JOHNSON DISTRIBUTORS			9,341.84	4,031,123.14
04/07/2017	APPKT01076	135453	MARY WALSH	16490 - MARY WALSH			61.63	4,031,061.51
04/07/2017	APPKT01076	135454	MONTE VISTA COOP	10415 - MONTE VISTA COOP			555.46	4,030,506.05
04/07/2017	APPKT01076	135455	MOTOROLA SOLUTIONS	16064 - MOTOROLA SOLUTIONS			21,289.44	4,009,216.61
04/07/2017	APPKT01076	135456	MOUNTAIN CONNECT	16493 - MOUNTAIN CONNECT			299.00	4,008,917.61
04/07/2017	APPKT01076	135457	MUNRO SYSTEMS	15767 - MUNRO SYSTEMS			5,963.80	4,002,953.81
04/07/2017	APPKT01076	135458	NATIONAL BENEFIT SERVICES, LLC	16012 - NATIONAL BENEFIT SERVICES, LLC			75.00	4,002,878.81
04/07/2017	APPKT01076	135459	NEVES UNIFORM	15243 - NEVES UNIFORM			753.55	4,002,125.26
04/07/2017	APPKT01076	135460	NORTH RIVER GREENHOUSE	90621 - NORTH RIVER GREENHOUSE			46.50	4,002,078.76
04/07/2017	APPKT01076	135461	NW REMARKETING, INC.	16492 - NW REMARKETING, INC.			950.00	4,001,128.76
04/07/2017	APPKT01076	135462	R&R PRODUCTS, INC.	16489 - R&R PRODUCTS, INC.			479.83	4,000,648.93
04/07/2017	APPKT01076	135463	RAY ALLEN MANUFACTURING, LLC	15751 - RAY ALLEN MANUFACTURING, LLC			290.98	4,000,357.95
04/07/2017	APPKT01076	135464	RGL, INC.	16367 - RGL, INC.			6,407.50	3,993,950.45

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Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
99-1-00-71111	POOLED CASH - Continued	4,235,714.54	275,558.07	5,654,563.08	5,379,005.01	4,511,272.61

Post Date	Packet Number	Source Transaction	Description	Vendor	Project Account	Debits	Credits	Running Balance
04/07/2017	APPKT01076	135465	RIO GRANDE MOTOR PARTS CO, INC	12712 - RIO GRANDE MOTOR PARTS CO, INC			1,107.44	3,992,843.01
04/07/2017	APPKT01076	135467	RMS UTILITIES, INC.	90719 - RMS UTILITIES, INC.			20,182.50	3,972,660.51
04/07/2017	APPKT01076	135468	ROCKY MOUNTAIN HOME HEALTH SUPPLIES L...	12220 - ROCKY MOUNTAIN HOME HEALTH S...			94.07	3,972,566.44
04/07/2017	APPKT01076	135469	ROLANDO GARCIA	10592 - ROLANDO GARCIA			75.00	3,972,491.44
04/07/2017	APPKT01076	135470	SANTA FE NEW MEXICAN	16457 - SANTA FE NEW MEXICAN			189.55	3,972,301.89
04/07/2017	APPKT01076	135471	SDC LABORATORY, INC.	15264 - SDC LABORATORY, INC.			1,595.00	3,970,706.89
04/07/2017	APPKT01076	135472	SGS ACCUTEST INC	16078 - SGS ACCUTEST INC			1,097.50	3,969,609.39
04/07/2017	APPKT01076	135473	SHERWIN WILLIAMS	15363 - SHERWIN WILLIAMS			6.43	3,969,602.96
04/07/2017	APPKT01076	135474	SLVRMC PHYSICAN SERVICES	11791 - SLVRMC PHYSICAN SERVICES			125.00	3,969,477.96
04/07/2017	APPKT01076	135475	SOUTHSIDE RENTALS, LLC	11004 - SOUTHSIDE RENTALS, LLC			45.00	3,969,432.96
04/07/2017	APPKT01076	135476	SUMMIT SUPPLY CORPORATION OF COLORADO	15652 - SUMMIT SUPPLY CORPORATION OF ...			2,062.20	3,967,370.76
04/07/2017	APPKT01076	135477	SUSANNA GALLEGOS	15973 - SUSANNA GALLEGOS			46.00	3,967,324.76
04/07/2017	APPKT01076	135478	TATE KINDSCHUH	15629 - TATE KINDSCHUH			92.00	3,967,232.76
04/07/2017	APPKT01076	135479	TED D. MILLER ASSOCIATES INC.	15712 - TED D. MILLER ASSOCIATES INC.			550.00	3,966,682.76
04/07/2017	APPKT01076	135480	THE PUEBLO CHIEFTAIN	15485 - THE PUEBLO CHIEFTAIN			695.00	3,965,987.76
04/07/2017	APPKT01076	135481	TOTAL OFFICE SOLUTIONS	15639 - TOTAL OFFICE SOLUTIONS			75.21	3,965,912.55
04/07/2017	APPKT01076	135482	TOWN & COUNTRY CAR & TRUCK CNT	15266 - TOWN & COUNTRY CAR & TRUCK CNT			3,036.06	3,962,876.49
04/07/2017	APPKT01076	135483	TRIAD EAP	16271 - TRIAD EAP			1,296.30	3,961,580.19
04/07/2017	APPKT01076	135484	TZA WATER ENGINEERS	15840 - TZA WATER ENGINEERS			5,782.41	3,955,797.78
04/07/2017	APPKT01076	135485	USA BLUEBOOK	15340 - USA BLUEBOOK			289.52	3,955,508.26
04/07/2017	APPKT01076	135486	VALLEY COURIER	10105 - VALLEY COURIER			192.85	3,955,315.41
04/07/2017	APPKT01076	135487	VALLEY HUMANE LEAGUE	12867 - VALLEY HUMANE LEAGUE			1,500.00	3,953,815.41
04/07/2017	APPKT01076	135488	VALLEY TEXTILE RENTAL & DRY	15172 - VALLEY TEXTILE RENTAL & DRY			207.72	3,953,607.69
04/07/2017	APPKT01076	135489	WAGNER EQUIPMENT	15342 - WAGNER EQUIPMENT			46.09	3,953,561.60
04/07/2017	APPKT01076	135490	WAYNE MARTINEZ	16086 - WAYNE MARTINEZ			5.00	3,953,556.60
04/07/2017	APPKT01076	135491	WINWATER INC.	16491 - WINWATER INC.			4,020.00	3,949,536.60
04/07/2017	APPKT01076	135492	WORLD FUEL SERVICES, INC	16397 - WORLD FUEL SERVICES, INC			536.82	3,948,999.78
04/07/2017	APPKT01076	1619	DIGITCOM ELECTRONICS	10707 - DIGITCOM ELECTRONICS			2,474.69	3,946,525.09
04/07/2017	APPKT01076	1620	ENVIRONMENTAL RESOURCE ASSOC.	90318 - ENVIRONMENTAL RESOURCE ASSOC.			156.04	3,946,369.05
04/07/2017	APPKT01076	1621	FERGUSON ENTERPRISES, INC #109	15357 - FERGUSON ENTERPRISES, INC #109			11.05	3,946,358.00
04/07/2017	APPKT01076	1622	GOBINS INC	10824 - GOBINS INC			892.81	3,945,465.19
04/07/2017	APPKT01076	1623	HAYNIES, INC.	10056 - HAYNIES, INC.			1,966.79	3,943,498.40
04/07/2017	APPKT01076	1624	PENNY K. PETTY	15398 - PENNY K. PETTY			279.00	3,943,219.40
04/07/2017	APPKT01076	1625	VALLEY LOCK & SECURITY	10109 - VALLEY LOCK & SECURITY			1,194.56	3,942,024.84
04/07/2017	GLPKT04232	JN04055	DEPOSIT DAILY PAYMENT POSTING			841.52		3,942,866.36
04/07/2017	GLPKT04233	JN04056	DEPOSIT DAILY CASH POSTING 4/07/2017			17.50		3,942,883.86
04/07/2017	GLPKT04234	JN04057	DEPOSIT CASH RECEIPTS			1,302.00		3,944,185.86
04/07/2017	GLPKT04235	JN04058	DEPOSIT DAILY CASH POSTING 4/07/2017			4,395.50		3,948,581.36
04/07/2017	GLPKT04235	JN04058	DEPOSIT DAILY PAYMENT POSTING			1,617.06		3,950,198.42
04/07/2017	APPKT01080	DFT0003819	PAYPAL	11510 - PAYPAL			365.95	3,949,832.47
04/07/2017	APPKT01080	DFT0003827	XCEL ENERGY	15115 - XCEL ENERGY			1,683.88	3,948,148.59

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Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
99-1-00-71111	POOLED CASH - Continued	4,235,714.54	275,558.07	5,654,563.08	5,379,005.01	4,511,272.61

Post Date	Packet Number	Source Transaction	Description	Vendor	Project Account	Debits	Credits	Running Balance
04/07/2017	APPKT01080	DFT0003842	XCEL ENERGY	15115 - XCEL ENERGY			9,836.82	3,938,311.77
04/07/2017	APPKT01083	135450	KIRK SOWARDS Reversal	90491 - KIRK SOWARDS		18.70		3,938,330.47
04/07/2017	APPKT01083	135461	NW REMARKETING, INC. Reversal	16492 - NW REMARKETING, INC.		950.00		3,939,280.47
04/07/2017	GLPKT04277	JN04092	DEPOSIT DAILY CASH POSTING 4/07/2017			245,365.29		4,184,645.76
04/07/2017	APPKT01096	135433	ELENA ZARAZUA Reversal	16288 - ELENA ZARAZUA		5.00		4,184,650.76
04/07/2017	GLPKT04413	JN04198	CC DEPOSIT			111.00		4,184,761.76
04/08/2017	GLPKT04413	JN04199	CC DEPOSIT			25.00		4,184,786.76
04/09/2017	GLPKT04413	JN04200	CC DEPOSIT			25.00		4,184,811.76
04/10/2017	GLPKT04237	JN04060	DEPOSIT DAILY PAYMENT POSTING			592.60		4,185,404.36
04/10/2017	GLPKT04238	JN04061	DEPOSIT DAILY PAYMENT POSTING			10,735.68		4,196,140.04
04/10/2017	GLPKT04238	JN04061	DEPOSIT PAID MARCH 2017			1,468.26		4,197,608.30
04/10/2017	GLPKT04238	JN04061	DEPOSIT PAYMENT POSTING			1,267.05		4,198,875.35
04/10/2017	GLPKT04238	JN04061	DEPOSIT DAILY CASH POSTING 4/10/2017			0.49		4,198,875.84
04/10/2017	GLPKT04238	JN04061	DEPOSIT PAYMENT POSTING			30.00		4,198,905.84
04/10/2017	GLPKT04238	JN04061	DEPOSIT DAILY CASH POSTING 4/10/2017			49.33		4,198,955.17
04/10/2017	GLPKT04239	JN04062	DEPOSIT BOND RECEIPTS			2,000.00		4,200,955.17
04/10/2017	GLPKT04239	JN04062	DEPOSIT CASH RECEIPTS			1,470.00		4,202,425.17
04/10/2017	GLPKT04413	JN04201	CC DEPOSIT			954.00		4,203,379.17
04/11/2017	GLPKT04241	JN04064	DEPOSIT DAILY PAYMENT POSTING			339.22		4,203,718.39
04/11/2017	GLPKT04242	JN04065	DEPOSIT CASH RECEIPTS			584.00		4,204,302.39
04/11/2017	GLPKT04243	JN04066	DEPOSIT DAILY CASH POSTING 4/11/2017				0.98	4,204,301.41
04/11/2017	GLPKT04243	JN04066	DEPOSIT PAID APRIL, 2017			686.63		4,204,988.04
04/11/2017	GLPKT04243	JN04066	DEPOSIT PAYMENT POSTING			121.92		4,205,109.96
04/11/2017	GLPKT04243	JN04066	DEPOSIT DAILY CASH POSTING 4/11/2017			640.18		4,205,750.14
04/11/2017	GLPKT04243	JN04066	DEPOSIT DAILY PAYMENT POSTING			3,497.24		4,209,247.38
04/11/2017	GLPKT04413	JN04202	CC DEPOSIT			250.00		4,209,497.38
04/12/2017	APPKT01078	135493	NATION STAR MORTGAGE	16495 - NATION STAR MORTGAGE			24.75	4,209,472.63
04/12/2017	APPKT01078	135494	NATION STAR MORTGAGE	16494 - NATION STAR MORTGAGE			10.51	4,209,462.12
04/12/2017	APPKT01082	135495	WILLIAM MILLER	12786 - WILLIAM MILLER			500.00	4,208,962.12
04/12/2017	GLPKT04252	JN04070	DEPOSIT DAILY PAYMENT POSTING			822.34		4,209,784.46
04/12/2017	GLPKT04253	JN04071	DEPOSIT CASH RECEIPTS			704.00		4,210,488.46
04/12/2017	GLPKT04254	JN04072	DEPOSIT DAILY CASH POSTING 4/12/2017			1.00		4,210,489.46
04/12/2017	GLPKT04254	JN04072	DEPOSIT PAYMENT POSTING			2,700.64		4,213,190.10
04/12/2017	GLPKT04254	JN04072	DEPOSIT PAYMENT POSTING			50.00		4,213,240.10
04/12/2017	GLPKT04254	JN04072	DEPOSIT DAILY PAYMENT POSTING			6,814.57		4,220,054.67
04/12/2017	GLPKT04254	JN04072	DEPOSIT DAILY CASH POSTING 4/12/2017			1,648.22		4,221,702.89
04/12/2017	APPKT01087	DFT0003869	COLORADO CHOICE HEALTH PLANS	11151 - COLORADO CHOICE HEALTH PLANS			6,851.28	4,214,851.61
04/12/2017	GLPKT04262	JN04080	DEPOSIT DAILY PAYMENT POSTING			48.20		4,214,899.81
04/12/2017	GLPKT04413	JN04203	CC DEPOSIT			130.00		4,215,029.81
04/13/2017	PYPKT00781	DFT0003847	Payroll EFT				135,876.67	4,079,153.14
04/13/2017	GLPKT04259	JN04078	DEPOSIT DAILY CASH POSTING 4/13/2017			83,040.26		4,162,193.40

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Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
99-1-00-71111	POOLED CASH - Continued	4,235,714.54	275,558.07	5,654,563.08	5,379,005.01	4,511,272.61

Post Date	Packet Number	Source Transaction	Description	Vendor	Project Account	Debits	Credits	Running Balance
04/13/2017	GLPKT04260	JN04079	WIRE TRANSFER FEE				5.00	4,162,188.40
04/13/2017	APPKT01087	DFT0003867	VERIZON WIRELESS DTF	12058 - VERIZON WIRELESS DTF			40.01	4,162,148.39
04/13/2017	APPKT01087	DFT0003868	VERIZON	90894 - VERIZON			901.65	4,161,246.74
04/13/2017	APPKT01087	DFT0003870	COLORADO CHOICE HEALTH PLANS	11151 - COLORADO CHOICE HEALTH PLANS			12,279.15	4,148,967.59
04/13/2017	GLPKT04263	JN04081	DEPOSIT DAILY PAYMENT POSTING			277.34		4,149,244.93
04/13/2017	GLPKT04264	JN04082	DEPOSIT CASH RECEIPTS			24.00		4,149,268.93
04/13/2017	GLPKT04265	JN04083	DEPOSIT PAYMENT POSTING			1,320.84		4,150,589.77
04/13/2017	GLPKT04265	JN04083	DEPOSIT DAILY PAYMENT POSTING			8,454.09		4,159,043.86
04/13/2017	GLPKT04265	JN04083	DEPOSIT DAILY CASH POSTING 4/13/2017			4,071.50		4,163,115.36
04/13/2017	APPKT01085	DFT0003848	FIRE & POLICE PENSION ASSOC	15228 - FIRE & POLICE PENSION ASSOC			1,082.63	4,162,032.73
04/13/2017	APPKT01085	DFT0003849	PERA	10083 - PERA			42.63	4,161,990.10
04/13/2017	APPKT01085	DFT0003850	PERA	10083 - PERA			23,665.17	4,138,324.93
04/13/2017	APPKT01085	DFT0003851	PERA	10083 - PERA			169.72	4,138,155.21
04/13/2017	APPKT01085	DFT0003852	VOLUNTARY INVESTMENT PROGRAM	12137 - VOLUNTARY INVESTMENT PROGRAM			1,032.89	4,137,122.32
04/13/2017	APPKT01085	DFT0003853	VOLUNTARY INVESTMENT PROGRAM	12137 - VOLUNTARY INVESTMENT PROGRAM			330.00	4,136,792.32
04/13/2017	APPKT01085	DFT0003854	ICMA RETIREMENT TRUST-457	10512 - ICMA RETIREMENT TRUST-457			1,552.53	4,135,239.79
04/13/2017	APPKT01085	DFT0003855	ICMA RETIREMENT TRUST-457	10512 - ICMA RETIREMENT TRUST-457			125.00	4,135,114.79
04/13/2017	APPKT01085	DFT0003856	ICMA RETIREMENT TRUST-457	10512 - ICMA RETIREMENT TRUST-457			78.54	4,135,036.25
04/13/2017	APPKT01085	DFT0003857	VOLUNTARY INVESTMENT PROGRAM	12137 - VOLUNTARY INVESTMENT PROGRAM			100.00	4,134,936.25
04/13/2017	APPKT01085	DFT0003858	VOLUNTARY INVESTMENT PROGRAM	12137 - VOLUNTARY INVESTMENT PROGRAM			200.00	4,134,736.25
04/13/2017	APPKT01085	DFT0003859	FAMILY SUPPORT REGISTRY	15515 - FAMILY SUPPORT REGISTRY			200.31	4,134,535.94
04/13/2017	APPKT01085	DFT0003860	FAMILY SUPPORT REGISTRY	15515 - FAMILY SUPPORT REGISTRY			325.00	4,134,210.94
04/13/2017	APPKT01085	DFT0003861	FAMILY SUPPORT REGISTRY	15515 - FAMILY SUPPORT REGISTRY			59.08	4,134,151.86
04/13/2017	APPKT01085	DFT0003862	FAMILY SUPPORT REGISTRY	15515 - FAMILY SUPPORT REGISTRY			150.00	4,134,001.86
04/13/2017	APPKT01085	DFT0003863	COLORADO DEPARTMENT OF REVENUE	15514 - COLORADO DEPARTMENT OF REVEN...			5,391.00	4,128,610.86
04/13/2017	APPKT01085	DFT0003864	UNITED STATES TREASURY	12816 - UNITED STATES TREASURY			99.20	4,128,511.66
04/13/2017	APPKT01085	DFT0003865	UNITED STATES TREASURY	12816 - UNITED STATES TREASURY			15,641.78	4,112,869.88
04/13/2017	APPKT01085	DFT0003866	UNITED STATES TREASURY	12816 - UNITED STATES TREASURY			5,001.70	4,107,868.18
04/13/2017	APPKT01089	135496	AFLAC	15438 - AFLAC			756.64	4,107,111.54
04/13/2017	APPKT01089	135497	CALIFORNIA STATE DISBURSEMENT UNIT	15551 - CALIFORNIA STATE DISBURSEMENT ...			80.76	4,107,030.78
04/13/2017	APPKT01089	135498	COLONIAL LIFE & ACCIDENT INS	10032 - COLONIAL LIFE & ACCIDENT INS			58.75	4,106,972.03
04/13/2017	APPKT01089	135499	COMPANION VOLUNTARY LIFE	15935 - COMPANION VOLUNTARY LIFE			415.22	4,106,556.81
04/13/2017	APPKT01089	135500	CONTINENTAL AMERICAN INSURANCE	12383 - CONTINENTAL AMERICAN INSURANCE			462.44	4,106,094.37
04/13/2017	APPKT01089	135501	FIDELITY ADVISOR FUNDS	15388 - FIDELITY ADVISOR FUNDS			15,067.76	4,091,026.61
04/13/2017	APPKT01089	135502	FRATERNAL ORDER OF POLICE	15119 - FRATERNAL ORDER OF POLICE			350.00	4,090,676.61
04/13/2017	APPKT01089	135503	KANSAS CITY LIFE INSURANCE COMPANY	12312 - KANSAS CITY LIFE INSURANCE COMP...			6.88	4,090,669.73
04/13/2017	APPKT01089	135504	VALLEY HEALTH & FITNESS	10686 - VALLEY HEALTH & FITNESS			40.00	4,090,629.73
04/13/2017	GLPKT04413	JN04204	CC DEPOSIT			486.00		4,091,115.73
04/14/2017	GLPKT04268	JN04084	DEPOSIT DAILY PAYMENT POSTING			297.51		4,091,413.24
04/14/2017	GLPKT04269	JN04085	DEPOSIT CASH RECEIPTS			390.00		4,091,803.24
04/14/2017	GLPKT04270	JN04086	DEPOSIT DAILY CASH POSTING 4/14/2017			1,581.28		4,093,384.52

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Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
99-1-00-71111	POOLED CASH - Continued	4,235,714.54	275,558.07	5,654,563.08	5,379,005.01	4,511,272.61

Post Date	Packet Number	Source Transaction	Description	Vendor	Project Account	Debits	Credits	Running Balance
04/14/2017	GLPKT04270	JN04086	DEPOSIT DAILY PAYMENT POSTING			9,640.04		4,103,024.56
04/14/2017	GLPKT04270	JN04086	DEPOSIT PAYMENT POSTING			3,497.15		4,106,521.71
04/14/2017	GLPKT04413	JN04205	CC DEPOSIT			154.00		4,106,675.71
04/15/2017	GLPKT04413	JN04206	CC DEPOSIT			151.00		4,106,826.71
04/16/2017	GLPKT04413	JN04207	CC DEPOSIT			85.00		4,106,911.71
04/17/2017	APPKT01091	135505	EXTREME TACTICAL DYNAMICS	16500 - EXTREME TACTICAL DYNAMICS			1,049.88	4,105,861.83
04/17/2017	APPKT01091	135506	MANUAL LOPEZ	16499 - MANUAL LOPEZ			5.00	4,105,856.83
04/17/2017	GLPKT04274	JN04089	DEPOSIT DAILY PAYMENT POSTING			1,170.08		4,107,026.91
04/17/2017	GLPKT04275	JN04090	DEPOSIT PAYMENT POSTING			15.00		4,107,041.91
04/17/2017	GLPKT04275	JN04090	DEPOSIT DAILY CASH POSTING 4/17/2017			7,466.96		4,114,508.87
04/17/2017	GLPKT04275	JN04090	DEPOSIT DAILY PAYMENT POSTING			20,114.67		4,134,623.54
04/17/2017	GLPKT04275	JN04090	DEPOSIT PAYMENT POSTING			53,852.65		4,188,476.19
04/17/2017	GLPKT04275	JN04090	DEPOSIT APRIL 2017 PAID IN FULL			2,495.83		4,190,972.02
04/17/2017	GLPKT04276	JN04091	REFUND CASH REFUNDS				175.00	4,190,797.02
04/17/2017	GLPKT04276	JN04091	DEPOSIT CASH RECEIPTS			2,755.00		4,193,552.02
04/17/2017	GLPKT04276	JN04091	DEPOSIT BOND RECEIPTS			500.00		4,194,052.02
04/17/2017	APPKT01093	DFT0003873	XCEL ENERGY	15115 - XCEL ENERGY			16.47	4,194,035.55
04/17/2017	APPKT01093	DFT0003874	XCEL ENERGY	15115 - XCEL ENERGY			32.90	4,194,002.65
04/17/2017	APPKT01093	DFT0003876	XCEL ENERGY	15115 - XCEL ENERGY			216.52	4,193,786.13
04/17/2017	APPKT01093	DFT0003877	XCEL ENERGY	15115 - XCEL ENERGY			2,147.70	4,191,638.43
04/17/2017	APPKT01093	DFT0003878	XCEL ENERGY	15115 - XCEL ENERGY			54.48	4,191,583.95
04/17/2017	APPKT01093	DFT0003879	XCEL ENERGY	15115 - XCEL ENERGY			3,642.42	4,187,941.53
04/17/2017	APPKT01093	DFT0003880	XCEL ENERGY	15115 - XCEL ENERGY			16.47	4,187,925.06
04/17/2017	APPKT01093	DFT0003881	XCEL ENERGY	15115 - XCEL ENERGY			65.86	4,187,859.20
04/17/2017	APPKT01093	DFT0003882	WEX BANK	12101 - WEX BANK			10,973.86	4,176,885.34
04/17/2017	GLPKT04319	JN04122	DEPOSIT DAILY CASH POSTING 4/17/2017			21,245.18		4,198,130.52
04/17/2017	GLPKT04413	JN04208	CC DEPOSIT			300.00		4,198,430.52
04/18/2017	GLPKT04278	JN04093	DEPOSIT DAILY PAYMENT POSTING			39.34		4,198,469.86
04/18/2017	GLPKT04279	JN04094	DAILY CASH POSTING 4/18/2017			4,204,800.00		8,403,269.86
04/18/2017	GLPKT04279	JN04094	DAILY CASH POSTING 4/18/2017			245,365.29		8,648,635.15
04/18/2017	GLPKT04280	JN04095	DEPOSIT DAILY PAYMENT POSTING			245.13		8,648,880.28
04/18/2017	GLPKT04281	JN04096	DEPOSIT CASH RECEIPTS			617.00		8,649,497.28
04/18/2017	GLPKT04282	JN04097	DEPOSIT DAILY PAYMENT POSTING			2,196.26		8,651,693.54
04/18/2017	GLPKT04282	JN04097	DEPOSIT PAYMENT POSTING			60.00		8,651,753.54
04/18/2017	GLPKT04282	JN04097	DEPOSIT PAID FEB 2017 IN FULL			1,540.00		8,653,293.54
04/18/2017	GLPKT04282	JN04097	DEPOSIT DAILY CASH POSTING 4/18/2017			200.00		8,653,493.54
04/18/2017	GLPKT04282	JN04097	DEPOSIT PAYMENT POSTING			3,582.07		8,657,075.61
04/18/2017	APPKT01093	DFT0003871	COLORADO TRUST	16502 - COLORADO TRUST			3,643,988.00	5,013,087.61
04/18/2017	APPKT01093	DFT0003872	FIDELITY NATIONAL TITLE	16166 - FIDELITY NATIONAL TITLE			506,775.00	4,506,312.61
04/18/2017	GLPKT04413	JN04209	CC DEPOSIT			515.00		4,506,827.61
04/19/2017	GLPKT04286	JN04099	DEPOSIT DAILY PAYMENT POSTING			193.36		4,507,020.97

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Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
99-1-00-71111	POOLED CASH - Continued	4,235,714.54	275,558.07	5,654,563.08	5,379,005.01	4,511,272.61

Post Date	Packet Number	Source Transaction	Description	Vendor	Project Account	Debits	Credits	Running Balance
04/19/2017	GLPKT04288	JN04100	DEPOSIT CASH RECEIPTS			960.00		4,507,980.97
04/19/2017	GLPKT04289	JN04101	DEPOSIT PAYMENT POSTING			165,103.59		4,673,084.56
04/19/2017	GLPKT04289	JN04101	DEPOSIT PAYMENT POSTING			30.00		4,673,114.56
04/19/2017	GLPKT04289	JN04101	DEPOSIT PAID MAR IN FULL			4,236.39		4,677,350.95
04/19/2017	GLPKT04289	JN04101	DEPOSIT DAILY PAYMENT POSTING			10,849.47		4,688,200.42
04/19/2017	GLPKT04289	JN04101	DEPOSIT DAILY CASH POSTING 4/19/2017			5,349.52		4,693,549.94
04/19/2017	GLPKT04289	JN04101	DEPOSIT UTILITY DEPOSITS RECEIVED			50.00		4,693,599.94
04/19/2017	GLPKT04413	JN04210	CC DEPOSIT			564.00		4,694,163.94
04/20/2017	GLPKT04291	JN04102	DEPOSIT DAILY PAYMENT POSTING			433.38		4,694,597.32
04/20/2017	GLPKT04292	JN04103	DEPOSIT CASH RECEIPTS			230.00		4,694,827.32
04/20/2017	GLPKT04293	JN04104	DEPOSIT PAYMENT POSTING			57,577.73		4,752,405.05
04/20/2017	GLPKT04293	JN04104	DEPOSIT DAILY PAYMENT POSTING			12,507.63		4,764,912.68
04/20/2017	GLPKT04293	JN04104	DEPOSIT DAILY CASH POSTING 4/20/2017			1,871.24		4,766,783.92
04/20/2017	APPKT01109	DFT0003901	COLORADO CHOICE HEALTH PLANS	11151 - COLORADO CHOICE HEALTH PLANS			15,315.74	4,751,468.18
04/20/2017	APPKT01109	DFT0003904	XCEL ENERGY	15115 - XCEL ENERGY			278.09	4,751,190.09
04/20/2017	GLPKT04413	JN04211	CC DEPOSIT			924.00		4,752,114.09
04/21/2017	APPKT01092	135507	ABSMEIER LANDSCAPING & CONSTRUCTION L...	11310 - ABSMEIER LANDSCAPING & CONSTR...			3,892.03	4,748,222.06
04/21/2017	APPKT01092	135508	ACE HARDWARE OF ALAMOSA	12276 - ACE HARDWARE OF ALAMOSA			1,016.00	4,747,206.06
04/21/2017	APPKT01092	135510	AIRGAS USA, LLC	15230 - AIRGAS USA, LLC			7.92	4,747,198.14
04/21/2017	APPKT01092	135511	ALAMOSA CAR CARE CENTER	15273 - ALAMOSA CAR CARE CENTER			89.95	4,747,108.19
04/21/2017	APPKT01092	135512	ALAMOSA CONVENTION & VISITORS BUREAU	16194 - ALAMOSA CONVENTION & VISITORS ...			2,000.00	4,745,108.19
04/21/2017	APPKT01092	135513	ALAMOSA COUNTY CLERK	15248 - ALAMOSA COUNTY CLERK			102.00	4,745,006.19
04/21/2017	APPKT01092	135514	ALAMOSA COUNTY ECONOMIC DEVELOPMENT	11922 - ALAMOSA COUNTY ECONOMIC DEVE...			166.20	4,744,839.99
04/21/2017	APPKT01092	135515	ALAMOSA COUNTY PUBLIC HEALTH DEPARTM...	90022 - ALAMOSA COUNTY PUBLIC HEALTH D...			100.00	4,744,739.99
04/21/2017	APPKT01092	135516	ALAMOSA ROUND UP	11873 - ALAMOSA ROUND UP			4,000.00	4,740,739.99
04/21/2017	APPKT01092	135517	ALAMOSA STATE BANK-VISA	15422 - ALAMOSA STATE BANK-VISA			2,712.03	4,738,027.96
04/21/2017	APPKT01092	135518	ALAMOSA YOUTH WRESTLING	12640 - ALAMOSA YOUTH WRESTLING			2,070.00	4,735,957.96
04/21/2017	APPKT01092	135519	ALL ACCESS	16226 - ALL ACCESS			866.00	4,735,091.96
04/21/2017	APPKT01092	135520	ALPINE ELECTRIC, INC	15231 - ALPINE ELECTRIC, INC			4,180.00	4,730,911.96
04/21/2017	APPKT01092	135521	AMERIGAS PROPANE LP	10027 - AMERIGAS PROPANE LP			36.92	4,730,875.04
04/21/2017	APPKT01092	135522	ANGELA FERNANDEZ	16496 - ANGELA FERNANDEZ			198.00	4,730,677.04
04/21/2017	APPKT01092	135523	ARLAN'S PRO SERVICES	12385 - ARLAN'S PRO SERVICES			60.00	4,730,617.04
04/21/2017	APPKT01092	135524	ATM ALTERATION SHOP	15251 - ATM ALTERATION SHOP			282.00	4,730,335.04
04/21/2017	APPKT01092	135525	AXISINTERNET, INC.	11173 - AXISINTERNET, INC.			31.00	4,730,304.04
04/21/2017	APPKT01092	135526	BUSINESS SOLUTIONS LEASING	10987 - BUSINESS SOLUTIONS LEASING			1,279.83	4,729,024.21
04/21/2017	APPKT01092	135527	CED, INC.	15223 - CED, INC.			238.52	4,728,785.69
04/21/2017	APPKT01092	135528	CENTURYLINK	12295 - CENTURYLINK			493.72	4,728,291.97
04/21/2017	APPKT01092	135529	CHAPARRAL INC	10029 - CHAPARRAL INC			91.86	4,728,200.11
04/21/2017	APPKT01092	135530	COLORADO SPORTS	90218 - COLORADO SPORTS			15.00	4,728,185.11
04/21/2017	APPKT01092	135531	COLORADO STATE FOREST SERVICE	16029 - COLORADO STATE FOREST SERVICE			120.00	4,728,065.11
04/21/2017	APPKT01092	135532	COLUMBINE AUTOMOTIVE PRODUCTS	10217 - COLUMBINE AUTOMOTIVE PRODUCTS			19.00	4,728,046.11

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Date Range: 04/01/2017 - 04/30/2017

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
99-1-00-71111	POOLED CASH - Continued	4,235,714.54	275,558.07	5,654,563.08	5,379,005.01	4,511,272.61

Post Date	Packet Number	Source Transaction	Description	Vendor	Project Account	Debits	Credits	Running Balance
04/21/2017	APPKT01092	135533	CREDIT BUREAU OF ALAMOSA	15335 - CREDIT BUREAU OF ALAMOSA			10.00	4,728,036.11
04/21/2017	APPKT01092	135534	CUSTOM EARPIECE	16262 - CUSTOM EARPIECE			164.12	4,727,871.99
04/21/2017	APPKT01092	135535	DANIEL MONTANO	11401 - DANIEL MONTANO			75.00	4,727,796.99
04/21/2017	APPKT01092	135536	DELL MARKETING L.P.	12557 - DELL MARKETING L.P.			1,897.26	4,725,899.73
04/21/2017	APPKT01092	135537	EXTREME GRAPHICS	15336 - EXTREME GRAPHICS			970.00	4,724,929.73
04/21/2017	APPKT01092	135538	FALCON ENVIRONMENTAL CORPORATION	10438 - FALCON ENVIRONMENTAL CORPORAT..			320.24	4,724,609.49
04/21/2017	APPKT01092	135539	FARIS MACHINERY COMPANY	11504 - FARIS MACHINERY COMPANY			72.06	4,724,537.43
04/21/2017	APPKT01092	135540	FEDEX	10519 - FEDEX			271.12	4,724,266.31
04/21/2017	APPKT01092	135541	FIRE PROTECTION PUBLICATIONS	10312 - FIRE PROTECTION PUBLICATIONS			237.00	4,724,029.31
04/21/2017	APPKT01092	135542	FRONT RANGE FIRE APPARATUS	15377 - FRONT RANGE FIRE APPARATUS			4,261.30	4,719,768.01
04/21/2017	APPKT01092	135543	GARRISON FENCE	10517 - GARRISON FENCE			381.38	4,719,386.63
04/21/2017	APPKT01092	135544	HACH COMPANY	15258 - HACH COMPANY			344.03	4,719,042.60
04/21/2017	APPKT01092	135545	HUSMANN PLUMBING	10645 - HUSMANN PLUMBING			325.49	4,718,717.11
04/21/2017	APPKT01092	135546	IIMC	90401 - IIMC			360.00	4,718,357.11
04/21/2017	APPKT01092	135547	INGRAM LIBRARY SERVICE	15125 - INGRAM LIBRARY SERVICE			58.04	4,718,299.07
04/21/2017	APPKT01092	135548	INTERLINE BRANDS., INC	10660 - INTERLINE BRANDS., INC			408.81	4,717,890.26
04/21/2017	APPKT01092	135549	INTERSTATE BILLING SRVS., INC.	12073 - INTERSTATE BILLING SRVS., INC.			80.08	4,717,810.18
04/21/2017	APPKT01092	135550	KEYSTONE RESORT CONFERENCE CENTER	16497 - KEYSTONE RESORT CONFERENCE CEN...			410.45	4,717,399.73
04/21/2017	APPKT01092	135551	LA GARITA MOUNTAIN NURSERY, LLC	11240 - LA GARITA MOUNTAIN NURSERY, LLC			6,240.00	4,711,159.73
04/21/2017	APPKT01092	135552	LACHELLE MONTANO	15974 - LACHELLE MONTANO			296.24	4,710,863.49
04/21/2017	APPKT01092	135553	LASER TECHNOLOGY INC.	16498 - LASER TECHNOLOGY INC.			2,990.00	4,707,873.49
04/21/2017	APPKT01092	135554	MATTHEW ABBEY	12267 - MATTHEW ABBEY			93.08	4,707,780.41
04/21/2017	APPKT01092	135555	MC CANDLESS INTERNATIONAL	15442 - MC CANDLESS INTERNATIONAL			156.17	4,707,624.24
04/21/2017	APPKT01092	135556	MINERALS TECHNOLOGY CORP	11941 - MINERALS TECHNOLOGY CORP			494.53	4,707,129.71
04/21/2017	APPKT01092	135557	MONDRAGON'S PORTABLE TOILET RENTALS	16392 - MONDRAGON'S PORTABLE TOILET R...			340.00	4,706,789.71
04/21/2017	APPKT01092	135558	MONTE VISTA COOP	10415 - MONTE VISTA COOP			195.80	4,706,593.91
04/21/2017	APPKT01092	135559	MUNICIPAL CODE CORP	90595 - MUNICIPAL CODE CORP			950.00	4,705,643.91
04/21/2017	APPKT01092	135560	MYERS BROTHERS TRUCK & TRACTOR	11956 - MYERS BROTHERS TRUCK & TRACTOR			50.00	4,705,593.91
04/21/2017	APPKT01092	135561	O & V PRINTING	10081 - O & V PRINTING			985.79	4,704,608.12
04/21/2017	APPKT01092	135562	OCPO	90624 - OCPO			90.00	4,704,518.12
04/21/2017	APPKT01092	135563	OCPO	90624 - OCPO			90.00	4,704,428.12
04/21/2017	APPKT01092	135564	PATTY CHRISTENSEN	15831 - PATTY CHRISTENSEN			65.21	4,704,362.91
04/21/2017	APPKT01092	135565	PROFESSIONAL COMPLIANCE & TESTING LLC	10482 - PROFESSIONAL COMPLIANCE & TESTI...			41.00	4,704,321.91
04/21/2017	APPKT01092	135566	R&R PRODUCTS, INC.	16489 - R&R PRODUCTS, INC.			481.01	4,703,840.90
04/21/2017	APPKT01092	135567	RANDY WRIGHT	12904 - RANDY WRIGHT			253.80	4,703,587.10
04/21/2017	APPKT01092	135568	RAY SMITH	90687 - RAY SMITH			75.00	4,703,512.10
04/21/2017	APPKT01092	135569	REYNOLDS ASH & ASSOCIATES	16379 - REYNOLDS ASH & ASSOCIATES			11,750.00	4,691,762.10
04/21/2017	APPKT01092	135570	RIO GRANDE MOTOR PARTS CO, INC	12712 - RIO GRANDE MOTOR PARTS CO, INC			57.61	4,691,704.49
04/21/2017	APPKT01092	135571	ROCK PRODUCTS INC.	15870 - ROCK PRODUCTS INC.			578.93	4,691,125.56
04/21/2017	APPKT01092	135572	ROCKY MOUNTAIN HOME HEALTH SUPPLIES L...	12220 - ROCKY MOUNTAIN HOME HEALTH S...			148.36	4,690,977.20
04/21/2017	APPKT01092	135573	ROY SANCHEZ	10259 - ROY SANCHEZ			75.00	4,690,902.20

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Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
99-1-00-71111	POOLED CASH - Continued	4,235,714.54	275,558.07	5,654,563.08	5,379,005.01	4,511,272.61

Post Date	Packet Number	Source Transaction	Description	Vendor	Project Account	Debits	Credits	Running Balance
04/21/2017	APPKT01092	135574	RUSSELL SURVEYORS & ASSOCIATES INC	15614 - RUSSELL SURVEYORS & ASSOCIATES I...			1,822.50	4,689,079.70
04/21/2017	APPKT01092	135575	SALIDA FIRE EXTINGUISHER & SAFETY SUPPLY, ...	11893 - SALIDA FIRE EXTINGUISHER & SAFETY...			1,204.00	4,687,875.70
04/21/2017	APPKT01092	135576	SAN LUIS VALLEY CRIME STOPPERS	16501 - SAN LUIS VALLEY CRIME STOPPERS			500.00	4,687,375.70
04/21/2017	APPKT01092	135577	SAN LUIS VALLEY REGIONAL SOLID WASTE AU...	15193 - SAN LUIS VALLEY REGIONAL SOLID W...			8,866.19	4,678,509.51
04/21/2017	APPKT01092	135578	SHERWIN WILLIAMS	15363 - SHERWIN WILLIAMS			401.61	4,678,107.90
04/21/2017	APPKT01092	135579	SIERRA VISTA LUMBER & STEEL	11813 - SIERRA VISTA LUMBER & STEEL			102.32	4,678,005.58
04/21/2017	APPKT01092	135580	SLVRMC PHYSICAN SERVICES	11791 - SLVRMC PHYSICAN SERVICES			305.00	4,677,700.58
04/21/2017	APPKT01092	135581	SORUM TRACTOR	15498 - SORUM TRACTOR			5.82	4,677,694.76
04/21/2017	APPKT01092	135582	SOUTH CENTRAL COLO. SENIORS,IN	90800 - SOUTH CENTRAL COLO. SENIORS,IN			5,000.00	4,672,694.76
04/21/2017	APPKT01092	135583	SOUTHSIDE RENTALS, LLC	11004 - SOUTHSIDE RENTALS, LLC			90.00	4,672,604.76
04/21/2017	APPKT01092	135584	SOUTHWEST TITLE COMPANY	15641 - SOUTHWEST TITLE COMPANY			4,037.00	4,668,567.76
04/21/2017	APPKT01092	135585	STAPLES BUSINESS ADVANTAGE	11088 - STAPLES BUSINESS ADVANTAGE			361.01	4,668,206.75
04/21/2017	APPKT01092	135586	SYNCB/AMAZON	16403 - SYNCB/AMAZON			4,654.58	4,663,552.17
04/21/2017	APPKT01092	135587	TOTAL OFFICE SOLUTIONS	15639 - TOTAL OFFICE SOLUTIONS			118.44	4,663,433.73
04/21/2017	APPKT01092	135588	TRACTOR SUPPLY COMPANY	15873 - TRACTOR SUPPLY COMPANY			29.85	4,663,403.88
04/21/2017	APPKT01092	135589	U.S. TRACTOR	11554 - U.S. TRACTOR			64,250.53	4,599,153.35
04/21/2017	APPKT01092	135590	UNIQUE MANAGEMENT SERVICES, IN	15467 - UNIQUE MANAGEMENT SERVICES, IN			50.00	4,599,103.35
04/21/2017	APPKT01092	135591	UPS	11586 - UPS			30.17	4,599,073.18
04/21/2017	APPKT01092	135592	USA BLUEBOOK	15340 - USA BLUEBOOK			172.32	4,598,900.86
04/21/2017	APPKT01092	135593	VALLEY HUMANE LEAGUE	12867 - VALLEY HUMANE LEAGUE			1,500.00	4,597,400.86
04/21/2017	APPKT01092	135594	VALLEY PUBLISHING	90887 - VALLEY PUBLISHING			52.95	4,597,347.91
04/21/2017	APPKT01092	135595	VALLEY TEXTILE RENTAL & DRY	15172 - VALLEY TEXTILE RENTAL & DRY			141.20	4,597,206.71
04/21/2017	APPKT01092	135596	VICTIMS ASSISTANCE	15267 - VICTIMS ASSISTANCE			346.43	4,596,860.28
04/21/2017	APPKT01092	1626	DANIEL P. POWELL P.C.	15308 - DANIEL P. POWELL P.C.			314.24	4,596,546.04
04/21/2017	APPKT01092	1627	ELBERT DISTRIBUTING OF COLORADO, INC.	15664 - ELBERT DISTRIBUTING OF COLORADO,...			150.50	4,596,395.54
04/21/2017	APPKT01092	1628	HAYNIES, INC.	10056 - HAYNIES, INC.			659.82	4,595,735.72
04/21/2017	APPKT01092	1629	SUNEDISON, LLC	11483 - SUNEDISON, LLC			3,998.03	4,591,737.69
04/21/2017	APPKT01092	1630	VALLEY LOCK & SECURITY	10109 - VALLEY LOCK & SECURITY			710.45	4,591,027.24
04/21/2017	APPKT01092	1631	WEISS CLEANERS	15270 - WEISS CLEANERS			550.00	4,590,477.24
04/21/2017	GLPKT04294	JN04105	DEPOSIT PAYMENT POSTING			16,654.02		4,607,131.26
04/21/2017	GLPKT04295	JN04106	DEPOSIT DAILY PAYMENT POSTING			218.76		4,607,350.02
04/21/2017	GLPKT04296	JN04107	DEPOSIT CASH RECEIPTS			213.00		4,607,563.02
04/21/2017	GLPKT04297	JN04108	DEPOSIT PAYMENT POSTING			29,176.05		4,636,739.07
04/21/2017	GLPKT04297	JN04108	DEPOSIT DAILY CASH POSTING 4/21/2017			7,732.50		4,644,471.57
04/21/2017	GLPKT04297	JN04108	DEPOSIT DAILY CASH POSTING 4/21/2017			1.00		4,644,472.57
04/21/2017	GLPKT04297	JN04108	DEPOSIT DAILY PAYMENT POSTING			6,569.27		4,651,041.84
04/21/2017	APPKT01099	135512	ALAMOSA CONVENTION & VISITORS BUREAU ...	16194 - ALAMOSA CONVENTION & VISITORS ...		2,000.00		4,653,041.84
04/21/2017	GLPKT04315	JN04119	DEPOSIT DRAFT POSTING			21,847.82		4,674,889.66
04/21/2017	GLPKT04413	JN04212	CC DEPOSIT			461.00		4,675,350.66
04/22/2017	GLPKT04413	JN04213	CC DEPOSIT			330.00		4,675,680.66
04/23/2017	GLPKT04413	JN04214	CC DEPOSIT			65.00		4,675,745.66

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Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
99-1-00-71111	POOLED CASH - Continued	4,235,714.54	275,558.07	5,654,563.08	5,379,005.01	4,511,272.61

Post Date	Packet Number	Source Transaction	Description	Vendor	Project Account	Debits	Credits	Running Balance
04/24/2017	GLPKT04299	JN04110	DEPOSIT DAILY PAYMENT POSTING			731.40		4,676,477.06
04/24/2017	GLPKT04300	JN04111	DEPOSIT CASH RECEIPTS			1,081.00		4,677,558.06
04/24/2017	GLPKT04300	JN04111	DEPOSIT BOND RECEIPTS			500.00		4,678,058.06
04/24/2017	GLPKT04301	JN04112	DEPOSIT DAILY CASH POSTING 4/24/2017			2,787.46		4,680,845.52
04/24/2017	GLPKT04301	JN04112	DEPOSIT DAILY CASH POSTING 4/24/2017				0.28	4,680,845.24
04/24/2017	GLPKT04301	JN04112	DEPOSIT PAYMENT POSTING			57,109.70		4,737,954.94
04/24/2017	GLPKT04301	JN04112	DEPOSIT PAID APRIL 2017 IN FULL			4,472.33		4,742,427.27
04/24/2017	GLPKT04301	JN04112	DEPOSIT DAILY PAYMENT POSTING			43,063.69		4,785,490.96
04/24/2017	GLPKT04413	JN04215	CC DEPOSIT			1,603.50		4,787,094.46
04/25/2017	APPKT01098	135597	COLORADO DEPT OF PUBLIC HEALTH	10033 - COLORADO DEPT OF PUBLIC HEALTH			2,700.00	4,784,394.46
04/25/2017	APPKT01098	135598	DUANE OAKES	11502 - DUANE OAKES			141.32	4,784,253.14
04/25/2017	APPKT01098	135599	HOLIDAY INN EXPRESS	15810 - HOLIDAY INN EXPRESS			104.00	4,784,149.14
04/25/2017	APPKT01098	135600	JAMIE COULSON	12840 - JAMIE COULSON			57.00	4,784,092.14
04/25/2017	APPKT01098	135601	JOEY SPANGLER	11860 - JOEY SPANGLER			253.00	4,783,839.14
04/25/2017	APPKT01098	135602	JOHN VASQUEZ	90460 - JOHN VASQUEZ			81.00	4,783,758.14
04/25/2017	APPKT01098	135603	MONTE VISTA COOP	10415 - MONTE VISTA COOP			655.38	4,783,102.76
04/25/2017	APPKT01098	135604	NATIONAL TACTICAL OFFICERS ASSN.	10061 - NATIONAL TACTICAL OFFICERS ASSN.			730.00	4,782,372.76
04/25/2017	APPKT01098	135605	OFFICE DEPOT	10143 - OFFICE DEPOT			526.03	4,781,846.73
04/25/2017	APPKT01098	135606	SAM MAESTAS	12764 - SAM MAESTAS			57.00	4,781,789.73
04/25/2017	APPKT01098	135607	TOURVIEW MAPS, LLC	16503 - TOURVIEW MAPS, LLC			2,000.00	4,779,789.73
04/25/2017	GLPKT04304	JN04113	DEPOSIT DAILY PAYMENT POSTING			275.85		4,780,065.58
04/25/2017	GLPKT04305	JN04114	DEPOSIT CASH RECEIPTS			20.00		4,780,085.58
04/25/2017	GLPKT04306	JN04115	DEPOSIT DAILY PAYMENT POSTING			15,886.23		4,795,971.81
04/25/2017	GLPKT04306	JN04115	DEPOSIT DAILY CASH POSTING 4/25/2017			368.65		4,796,340.46
04/25/2017	GLPKT04306	JN04115	DEPOSIT PAYMENT POSTING			7,846.39		4,804,186.85
04/25/2017	GLPKT04358	JN04152	DEPOSIT DAILY PAYMENT POSTING - ADJ				6.24	4,804,180.61
04/25/2017	APPKT01117	135599	HOLIDAY INN EXPRESS Reversal	15810 - HOLIDAY INN EXPRESS		104.00		4,804,284.61
04/25/2017	GLPKT04413	JN04216	CC DEPOSIT			711.00		4,804,995.61
04/26/2017	GLPKT04308	JN04117	DEPOSIT DAILY CASH POSTING 4/26/2017			50.00		4,805,045.61
04/26/2017	APPKT01101	135608	DURAN, LOUISE	16504 - DURAN, LOUISE			250.00	4,804,795.61
04/26/2017	APPKT01103	135609	ELENA ZARAZUA	16288 - ELENA ZARAZUA			5.00	4,804,790.61
04/26/2017	APPKT01103	135610	RHONDA MCKINLEY	16505 - RHONDA MCKINLEY			5.00	4,804,785.61
04/26/2017	APPKT01103	135611	WAYNE MARTINEZ	16086 - WAYNE MARTINEZ			5.00	4,804,780.61
04/26/2017	GLPKT04314	JN04118	DEPOSIT DAILY PAYMENT POSTING			2,834.54		4,807,615.15
04/26/2017	GLPKT04316	JN04120	DEPOSIT CASH RECEIPTS			1,112.00		4,808,727.15
04/26/2017	GLPKT04317	JN04121	DEPOSIT DAILY CASH POSTING 4/26/2017			26,871.04		4,835,598.19
04/26/2017	GLPKT04317	JN04121	DEPOSIT DAILY PAYMENT POSTING			9,376.04		4,844,974.23
04/26/2017	GLPKT04317	JN04121	DEPOSIT PAYMENT POSTING			8,938.49		4,853,912.72
04/26/2017	GLPKT04317	JN04121	DEPOSIT PAYMENT POSTING			60.00		4,853,972.72
04/26/2017	APPKT01109	DFT0003903	XCEL ENERGY	15115 - XCEL ENERGY			296.07	4,853,676.65
04/26/2017	APPKT01114	135609	ELENA ZARAZUA Reversal	16288 - ELENA ZARAZUA		5.00		4,853,681.65

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Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
99-1-00-71111	POOLED CASH - Continued	4,235,714.54	275,558.07	5,654,563.08	5,379,005.01	4,511,272.61

Post Date	Packet Number	Source Transaction	Description	Vendor	Project Account	Debits	Credits	Running Balance
04/26/2017	GLPKT04413	JN04217	CC DEPOSIT			1,036.00		4,854,717.65
04/27/2017	PYPKT00790	DFT0003883	Payroll EFT				120,260.12	4,734,457.53
04/27/2017	GLPKT04323	JN04126	DEPOSIT DAILY PAYMENT POSTING			199.48		4,734,657.01
04/27/2017	GLPKT04324	JN04127	DEPOSIT CASH RECEIPTS			423.00		4,735,080.01
04/27/2017	GLPKT04325	JN04128	DEPOSIT PAYMENT POSTING			550.61		4,735,630.62
04/27/2017	GLPKT04325	JN04128	DEPOSIT DAILY CASH POSTING 4/27/2017			6,389.98		4,742,020.60
04/27/2017	GLPKT04325	JN04128	DEPOSIT DAILY PAYMENT POSTING			14,490.95		4,756,511.55
04/27/2017	GLPKT04325	JN04128	DEPOSIT PAID SID 14 IN FULL			5,903.89		4,762,415.44
04/27/2017	APPKT01104	DFT0003884	FIRE & POLICE PENSION ASSOC	15228 - FIRE & POLICE PENSION ASSOC			1,159.47	4,761,255.97
04/27/2017	APPKT01104	DFT0003885	PERA	10083 - PERA			11.63	4,761,244.34
04/27/2017	APPKT01104	DFT0003886	PERA	10083 - PERA			22,460.39	4,738,783.95
04/27/2017	APPKT01104	DFT0003887	PERA	10083 - PERA			35.81	4,738,748.14
04/27/2017	APPKT01104	DFT0003888	VOLUNTARY INVESTMENT PROGRAM	12137 - VOLUNTARY INVESTMENT PROGRAM			1,017.34	4,737,730.80
04/27/2017	APPKT01104	DFT0003889	VOLUNTARY INVESTMENT PROGRAM	12137 - VOLUNTARY INVESTMENT PROGRAM			330.00	4,737,400.80
04/27/2017	APPKT01104	DFT0003890	ICMA RETIREMENT TRUST-457	10512 - ICMA RETIREMENT TRUST-457			1,413.02	4,735,987.78
04/27/2017	APPKT01104	DFT0003891	ICMA RETIREMENT TRUST-457	10512 - ICMA RETIREMENT TRUST-457			125.00	4,735,862.78
04/27/2017	APPKT01104	DFT0003892	ICMA RETIREMENT TRUST-457	10512 - ICMA RETIREMENT TRUST-457			78.54	4,735,784.24
04/27/2017	APPKT01104	DFT0003893	FAMILY SUPPORT REGISTRY	15515 - FAMILY SUPPORT REGISTRY			200.31	4,735,583.93
04/27/2017	APPKT01104	DFT0003894	FAMILY SUPPORT REGISTRY	15515 - FAMILY SUPPORT REGISTRY			325.00	4,735,258.93
04/27/2017	APPKT01104	DFT0003895	FAMILY SUPPORT REGISTRY	15515 - FAMILY SUPPORT REGISTRY			59.08	4,735,199.85
04/27/2017	APPKT01104	DFT0003896	FAMILY SUPPORT REGISTRY	15515 - FAMILY SUPPORT REGISTRY			150.00	4,735,049.85
04/27/2017	APPKT01104	DFT0003897	COLORADO DEPARTMENT OF REVENUE	15514 - COLORADO DEPARTMENT OF REVEN...			5,078.00	4,729,971.85
04/27/2017	APPKT01104	DFT0003898	UNITED STATES TREASURY	12816 - UNITED STATES TREASURY			14,978.49	4,714,993.36
04/27/2017	APPKT01104	DFT0003899	UNITED STATES TREASURY	12816 - UNITED STATES TREASURY			4,552.36	4,710,441.00
04/27/2017	APPKT01106	135612	AFLAC	15438 - AFLAC			756.64	4,709,684.36
04/27/2017	APPKT01106	135613	CALIFORNIA STATE DISBURSEMENT UNIT	15551 - CALIFORNIA STATE DISBURSEMENT ...			80.76	4,709,603.60
04/27/2017	APPKT01106	135614	COLONIAL LIFE & ACCIDENT INS	10032 - COLONIAL LIFE & ACCIDENT INS			58.75	4,709,544.85
04/27/2017	APPKT01106	135615	COMPANION VOLUNTARY LIFE	15935 - COMPANION VOLUNTARY LIFE			415.22	4,709,129.63
04/27/2017	APPKT01106	135616	CONTINENTAL AMERICAN INSURANCE	12383 - CONTINENTAL AMERICAN INSURANCE			462.44	4,708,667.19
04/27/2017	APPKT01106	135617	FIDELITY ADVISOR FUNDS	15388 - FIDELITY ADVISOR FUNDS			15,262.54	4,693,404.65
04/27/2017	APPKT01106	135618	FRATERNAL ORDER OF POLICE	15119 - FRATERNAL ORDER OF POLICE			350.00	4,693,054.65
04/27/2017	APPKT01106	135619	KANSAS CITY LIFE INSURANCE COMPANY	12312 - KANSAS CITY LIFE INSURANCE COMP...			6.88	4,693,047.77
04/27/2017	APPKT01109	DFT0003900	COLORADO CHOICE HEALTH PLANS	11151 - COLORADO CHOICE HEALTH PLANS			7,730.95	4,685,316.82
04/27/2017	GLPKT04413	JN04218	CC DEPOSIT			570.00		4,685,886.82
04/28/2017	GLPKT04328	JN04129	DEPOSIT DAILY CASH POSTING 4/28/2017			28,910.61		4,714,797.43
04/28/2017	APPKT01108	135620	ALAMOSA STATE BANK-VISA	15422 - ALAMOSA STATE BANK-VISA			719.77	4,714,077.66
04/28/2017	APPKT01108	135621	BIG R OF ALAMOSA	16511 - BIG R OF ALAMOSA			113.98	4,713,963.68
04/28/2017	GLPKT04331	JN04130	DEPOSIT DAILY PAYMENT POSTING			876.40		4,714,840.08
04/28/2017	GLPKT04332	JN04131	DEPOSIT CASH RECEIPTS			575.00		4,715,415.08
04/28/2017	GLPKT04333	JN04132	DEPOSIT PAID IN FULL			5,227.80		4,720,642.88
04/28/2017	GLPKT04333	JN04132	DEPOSIT DAILY CASH POSTING 4/28/2017			7,344.60		4,727,987.48

Detail Report

Account		Name		Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
99-1-00-71111		POOLED CASH - Continued		4,235,714.54	275,558.07	5,654,563.08	5,379,005.01	4,511,272.61
Post Date	Packet Number	Source Transaction	Description	Vendor	Project Account	Debits	Credits	Running Balance
04/28/2017	GLPKT04333	JN04132	DEPOSIT DAILY PAYMENT POSTING			24,060.46		4,752,047.94
04/28/2017	GLPKT04413	JN04219	CC DEPOSIT			484.00		4,752,531.94
04/29/2017	GLPKT04413	JN04220	CC DEPOSIT			50.00		4,752,581.94
04/30/2017	GLPKT04335	JN04134	DEPOSIT DAILY CASH POSTING 4/30/2017			370.45		4,752,952.39
04/30/2017	GLPKT04402	JN04185	Reverse County Deposit Recorded Twice				245,365.29	4,507,587.10
04/30/2017	GLPKT04413	JN04221	CC DEPOSIT			145.00		4,507,732.10
04/30/2017	GLPKT04415	JN04223	Credit Cards O/S but cleared on GL to allow re...				2,237.98	4,505,494.12
04/30/2017	GLPKT04415	JN04223	Record April 2017 Bank Reconciling Items			6,814.51		4,512,308.63
04/30/2017	GLPKT04415	JN04223	March CC Fees				1,259.83	4,511,048.80
04/30/2017	GLPKT04415	JN04223	Reverse NFS previously recorded/collected			510.24		4,511,559.04
04/30/2017	GLPKT04415	JN04223	Return Deposits				286.43	4,511,272.61
Total Fund: 99 - POOLED CASH:				4,235,714.54	275,558.07	5,654,563.08	5,379,005.01	4,511,272.61
Grand Totals:				4,235,714.54	275,558.07	5,654,563.08	5,379,005.01	4,511,272.61

Fund Summary

Fund	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
99 - POOLED CASH	4,235,714.54	275,558.07	5,654,563.08	5,379,005.01	4,511,272.61
Grand Total:	4,235,714.54	275,558.07	5,654,563.08	5,379,005.01	4,511,272.61

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Award of bid to Alcon Construction for the construction of the Ice Rink/Multi-Purpose Facility.

Recommended Action:

That Council award the base bid in the amount of \$2,118,600 and add alternates 1, and 2, for a total award of \$2,560,907 (option 2 below).

Background:

After a competitive bid process the City of Alamosa received one bid for the construction of the Ice Rink/Multi-Purpose Facility from Alamosa based Alcon Construction. The original base bid amount was \$2,354,800 with an additional \$488,307 for add alternates 1 and 2 (bathrooms and locker rooms). After multiple discussions with the lone bidder, Alcon Construction, the bid has been value engineered down to a base of \$2,118,600 and \$442,307 for add alternates 1 and 2, representing a cost savings of \$282,200 over the initial bid. The full design includes a full sized rink, chiller suitable for a 5 month ice season, five individual locker rooms, two bathrooms, a rental and concession counter, and mechanical and Zamboni rooms. Should Council wish to award Option 3 below, staff would recommend that approval come with the caveat that continued discussions with Alcon occur to value engineer the design lower.

Should Council approve the staff recommendation as presented, the facility will be built without the rental and concession counters but one of the five locker rooms would be re-purposed to serve as the skate rental and maintenance room.

As a reminder, the proposal to build a new Ice Rink/Multi-Purpose Facility came from a lengthy public process. The currently failing ice rink facility prompted users and City Staff to evaluate the options of the existing recreational programming which included further enhancements to the existing rink, construction of a new rink, or elimination of ice rink programming entirely. Multiple public meetings were held with both the Recreation Board and City Council. While the scope of the project has seen significant change, the goal of the project has not changed; which is to create a facility that will enable users of an ice rink to have a reliable season. The Recreation Board and City Council also added the value of the multi-purpose facility to the project to further enhance the usability and return on investment.

The funding for the project is through a combination of grants and financing. The City and its partners have been successful in securing \$610,000 in grants to support the construction of the Ice Rink/Multi-Purpose Facility. Additionally, \$22,000 has been raised locally from 14 sponsors. The annual economic impact of hosting 2 regular hockey tournaments is estimated at \$381,115. This impact would be in the middle of winter when many local businesses struggle.

Issue Before the Council:

Does Council wish to award the project to Alcon Construction, the only bidder, in the amount of \$2,560,907?

Alternatives:

Council may award the contract for the base bid of \$2,118,600, award the contract with one or several of the add alternates, or reject the bid and provide further direction to staff.

Fiscal Impact:

Option 1 - Base Bid Only

Total Project Cost - 2,448,100
Alcon Award Amount - \$2,118,600
Amount Financed - \$1,816,100

Option 2 - Base Bid Plus Alternates 1 & 2 (bathrooms and locker rooms)

Total Project Cost - \$2,890,407
Alcon Award Amount - \$2,560,907
Amount Financed - \$2,258,407

Option 3 - Option 2 Plus Alternate 3 (skate rental & concession)

Total Project Cost - \$3,222,925
Alcon Award Amount - \$2,893,425
Amount Financed - \$2,590,925

A review of the anticipated cash flow over a 20-year period indicates that the Recreation Fund and Conservation Trust Fund can support the financing. However, if Council continues in the previously communicated direction of providing financial match for the Inspire Grant that will improve the river corridor and trails, there will be a few years in which the fund balance will not be enough. In that instance, staff would recommend that Council allow the General Fund to forego the annual payment for the Library portion of City Hall to be repaid within a reasonable amount of time. This of course would only occur if needed.

Legal Opinion:

The City Attorney will be present for questions.

Conclusion:

If Council awards the construction bid, the goal would be to have the facility operational by December 31st.

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Resolution 13-2017 in support of the installation of an Adams State University monument sign, celebrating the University and its achievements, on City property in a City gateway adjacent to U.S. Highway 160; and authorizing execution of an encroachment permit for the sign

Recommended Action:

Staff recommends that Council approve Resolution 13-2017 supporting the installation of an Adams State University monument sign on City Property adjacent to U.S. Highway 160 and authorize the execution of an encroachment permit for the sign.

Background:

For almost a year, several community service groups and Adams State University have been exploring the option of placing a sign that highlights the accomplishments of the ASU running program. Those discussions have included recognizing those involved in the program, past and present, and drawing attention to the accomplishments. Funds were raised and the sign has been built. City staff have discussed different locations with ASU representatives and the proposed site is ideal to capture the most visibility. ASU has received permission from CDOT for the placement of the sign pending City Council approval of the resolution.

Issue Before the Council:

Does Council wish to support the installation of an Adams State University monument sign and execution of an encroachment permit?

Alternatives:

City Council can approve the resolution and encroachment permit as permitted or provide further direction to staff.

Fiscal Impact:

none

Legal Opinion:

The City Attorney will be present for any questions.

Conclusion:

This is the final step is a somewhat long process to place a sign recognizing the accomplishments of Adams State University's running program.

ATTACHMENTS:

Description	Type
▣ Resolution 13-2017	Backup Material
▣ Revocable Encroachment Permit	Backup Material
▣ ASU Monument Sign Location	Backup Material

▣ Monument Sign

Backup Material

RESOLUTION No. 13-2017

A RESOLUTION IN SUPPORT OF THE INSTALLATION OF AN ADAMS STATE UNIVERSITY MONUMENT SIGN, CELEBRATING THE UNIVERSITY AND ITS ACHIEVEMENTS, ON CITY PROPERTY IN A CITY GATEWAY ADJACENT TO U.S. HIGHWAY 160; AND AUTHORIZING EXECUTION OF AN ENCROACHMENT PERMIT FOR THE SIGN

WHEREAS, the Colorado Outdoor Advertising Act, C.R.S. 43-1-401 et. seq., and the regulations duly enacted thereunder, have provided for the installation of official advertising devices in areas adjacent to primary and secondary highways by a governmental entity for a public purpose authorized by law; and

WHEREAS, the City Council of the City of Alamosa has authorized, and hereby officially supports, the installation of an Adams State University monument sign celebrating the University and its achievements on City property and adjacent U.S. Highway 160 at the location depicted on attached Exhibit A, which location is within the city limits of the City of Alamosa, Colorado; and

WHEREAS, the monument sign addressed by this resolution will be the property of Adams State University, and will be purchased, installed, and maintained by Adams State University at the above designated location, at no cost to the City of Alamosa or the Colorado Department of Transportation; and

WHEREAS, the installation of said monument sign is intended to achieve the public purpose of increasing awareness of and illuminating the impact of the University and its national championships on the City and its residents.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALAMOSA, COLORADO that the City supports Adams State University's installation and maintenance of a monument sign on City owned property adjacent to U.S. Highway 160 for the purpose of increasing awareness of and illuminating the impact of the University and its national championships on the city and its residents, in accordance and compliance with the Colorado Outdoor Advertising Act and the regulations duly enacted thereunder and the encroachment permit issued by the City of Alamosa, and authorizes the execution of an encroachment permit for the sign.

ADOPTED this 7th day of June, 2017.

CITY OF ALAMOSA

Attest:

Josef P. Lucero, Mayor

Holly C. Martinez, City Clerk

CITY OF ALAMOSA

REVOCABLE ENCROACHMENT

PERMIT

I. APPLICANT INFORMATION

APPLICANT'S NAME AND/OR ORGANIZATION: Adams State University

APPLICANT'S ADDRESS: 208 Edgemont Blvd, Alamosa CO 81101

APPLICANT'S PHONE NUMBER: (719) 587-7011

ESTIMATED TIME TO COMPLETE PROJECT: _____

DESCRIBE TYPE OF ENCROACHMENT: Welcome sign

The encroachments owned and/or operated by Permittee are described on **Exhibit A** attached hereto and incorporated as part of this Permit (hereinafter the "Encroachments").

II. AGREEMENT AND GRANT OF REVOCABLE ENCROACHMENT PERMIT

The CITY OF ALAMOSA, COLORADO (hereinafter referred to as "City") hereby grants to the Applicant described above (hereinafter referred to as "Permittee") a revocable permit to utilize that portion of real property owned by the City of Alamosa described in **Exhibit B**, attached, in consideration of, and subject to the conditions set forth herein, as follows:

1. This Permit shall be valid for the installation, operation, and maintenance of all Encroachments as delineated on **Exhibit A**, and located as delineated on **Exhibit B**, attached hereto and incorporated herein by this reference.
2. No Encroachments shall be conducted on City property outside of those areas specifically described in **Exhibit B**, without an additional approved permit for each installation site.
3. The Public Works Director or his designee is designated as the Representative of the City for the purpose of administering this Permit.
4. In the case of any maintenance, all disturbed surface and sub-surface area shall be restored to its prior condition.
 - a. No cleated or tracked equipment shall work on any pavement without mats or other appliances adequate to prevent damage to such surfaces.
 - b. Signs and barricades and other safety devices or provisions shall be provided by the Permittee, and comply with the Manual of Uniform Traffic Control Devices, as amended.
 - c. The City shall have access to the work site at all times to inspect the progress of the

work. The City may stop the work on account of violations of the terms of this Permit or to insure safety or traffic movement and require the surface and subsurface to be restored. No more than one half of a street may be blocked at one time without specific permission from the City.

5. To the extent permitted by applicable law, Permittee agrees to indemnify and hold harmless the City of Alamosa, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Permit, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Permittee, or any employee of the Permittee, or which arise out of any worker's compensation claim of any employee of the Permittee. The Permittee agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Permittee.
6. Permittee hereby release the City, its officers, employees, agents, servants and assigns, from any liability which might occur from the placing or use of such improvements, and from any damage which may occur to those improvements resulting from either the City's or any utility's use of City's real property as contemplated herein.
7. Permittee agrees to properly maintain and use the City controlled real property at all times in conformity with City ordinances and other applicable laws. Permittee shall keep the Encroachment in a safe and clean condition and allow no nuisance to be created by virtue of this Permit. Permittee shall be responsible to repair any damages to City property, street surfaces or improvements which result or are caused in any manner by the excavation, installation, operation or maintenance of Permittee's Encroachment.
8. In the event it is necessary to relocate improvement of the Permittee installed within City property, pursuant to this Permit, on account of the change of any street grade, realignment, expansion or relocation of any street, or other improvements to City property, or the operation, maintenance or upgrade of any City facility or utility, the Permittee shall, upon reasonable notice, relocate its facility or infrastructure permitted herein, to an alternate location approved by the City at the Permittee's sole expense. The City and Permittee shall work together in good faith to discuss any proposed relocation, including possible alternatives thereto, in an effort to accommodate the City's needs while minimizing Permittee's costs. However, the City retains final decision making authority on design and construction of city improvements.
9. In the event either party incurs any costs, including reasonable attorney's fees, enforcing any provision of this Permit, such party is entitled to recover such costs from the other.
10. Any breach of the conditions set forth in this Permit, or of the City Municipal Code or Regulations, may cause the revocation of the Permit.

11. By signing below, the Permittee agrees to comply with all terms and conditions of this Permit, and all other requirements as referenced within this Permit.
12. This Permit may be revoked by the City as set forth in the City Charter and Municipal Code; or for any uncured material violation of this Permit. In the event of a revocation of this permit, all property of the Permittee shall be removed from the City's real property within ninety (90) days of the receipt of such notice, or shall be considered abandoned. Removal of Permittee's property and the restoration of the City's real property to its pre-existing condition shall be at Permittee's expense. Notice of the revocation of this Permit shall be sent via certified mail, return receipt requested. The Permittee's receipt of the revocation shall be deemed to have occurred as of the date marked upon the return receipt. Notwithstanding the foregoing, prior to any final decision on revocation, Permittee may request in writing a hearing before the City Manager to argue against revocation, and the City Manager shall consider and review Permittee's position in good faith.
13. Permittee understands and agrees that the City may be required by law to revise this Permit and applicable regulations from time to time.
14. This Permit is not assignable or transferable except with the written consent of the City. Permittee shall not encumber City property with any security interest or other encumbrance whatsoever; however, this Permit shall not prevent Permittee from encumbering any of Permittee's personal property placed within City-owned rights-of-way.
15. The parties agree that they understand the terms and conditions of this Permit. Both parties hereby acknowledge that the undersigned have authority to sign for and bind their respective entities.

THIS PERMIT is hereby approved and agreed to, as evidenced by the signatures below, this _____ day of _____, 2017.

CITY OF ALAMOSA

ADAMS STATE UNIVERSITY

Heather Brooks, City Manager

_____, its _____

EXHIBIT "A"




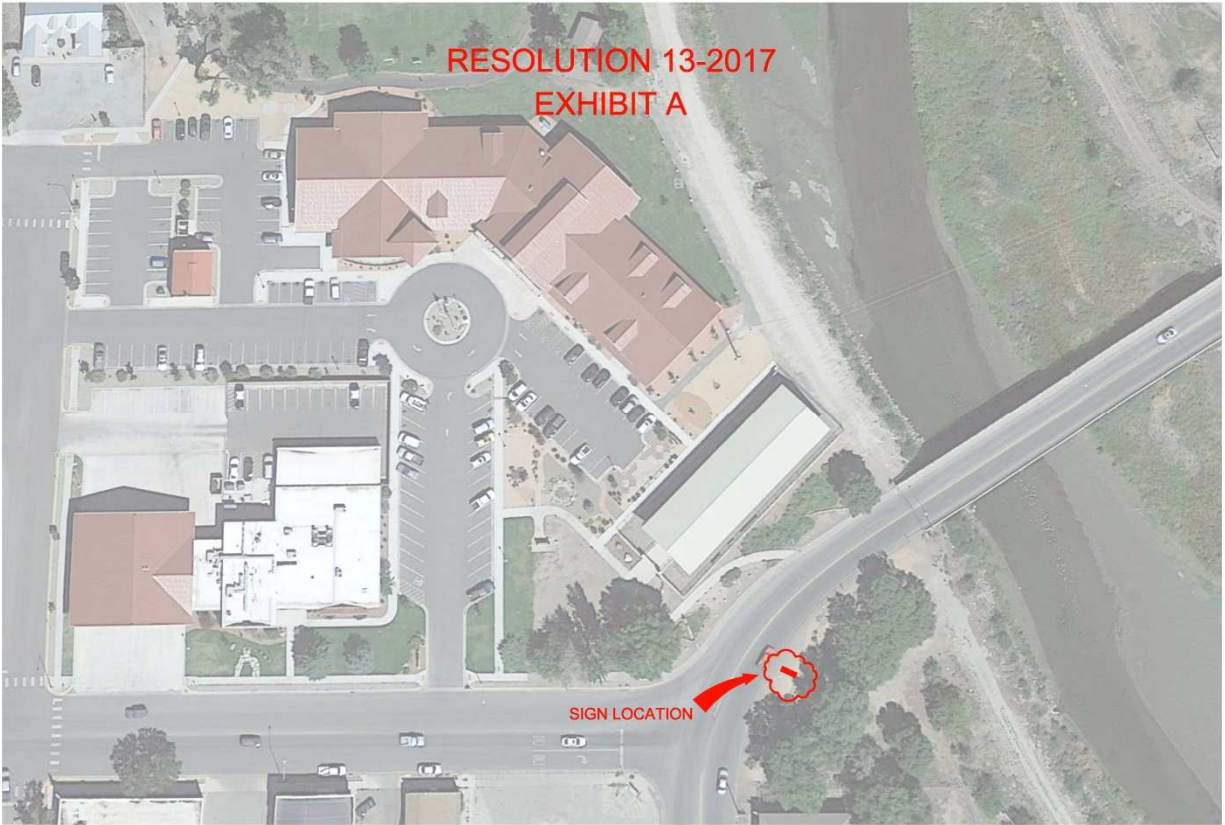
 CITY OF ADAMS 1000 N. 10TH AVE. ADAMS, CO. 80420		
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EXHIBIT "B"



RESOLUTION 13-2017
EXHIBIT A

SIGN LOCATION





EXTREME  GRAPHICS

175.5 Broadway Ave. PO Box 761 extreme@gojade.org 719.589.0707 Alamosa, CO 81101
THIS DESIGN ENGINEERING PROPOSAL WILL REMAIN THE EXCLUSIVE PROPERTY OF EXTREME GRAPHICS UNTIL APPROVED AND ACCEPTED THUR PURCHASE BY CLIENT NAMED DIRECTLY ON DRAWING AND MAY NOT BE DUPLICATED BY OTHER PARTIES.

ADAMS STATE UNIVERSITY
ALAMOSA ENTRANCE MONUMENT SIGN

ORIGINAL DATE
04/12/16

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Consideration of request from Alamosa County to waive a total of \$28,500 in Plant Investment fees for the new Justice Center and expansion of the County Jail.

Recommended Action:

Staff recommends that Council consider the request from Alamosa County to waive the plant investment fee for the new Justice Center and expansion of the County Jail.

Background:

The City Council has waived the plant investment fee for the County for the following projects and costs:

<u>Water</u>		
Year	Project	Fee
2008	Building C Independence Way	\$ 5,000
2013	Food Bank	\$ 5,000
2015	Annex Building	\$ 5,000
<u>Sewer</u>		
Year	Project	Sewer
2008	Department of Human Services	\$ 1,000
2013	Food Bank	\$ 1,000
2015	Annex Building	\$ 1,250

The purpose and intent of our Plant Investment Fees are to generate sufficient revenues to support the infrastructure, maintenance, and operational costs associated with the operation of City operated utilities. These fees are charged in an effort to prevent established rate payers within our enterprise fund from being encumbered by the costs associated with the development of new services. Alamosa County is formally requesting fee relief from Plant Investment Fees associated with the construction of the new Justice Center and Jail expansion. Historically, staff has supported the practice of waiving tap fees if the developer hires a contractor to make the physical connection to our collection and distribution systems but has recommended denial of any request for Plant Investment fee waiver based on the philosophical notion that the cost associated with the plant investment fee will be spread over a larger number of people if paid by the County rather than being transferred to the smaller subset of residents represented by existing City of Alamosa rate payers.

Given that consideration, staff would once again recommend denial of the request and have the cost spread over the entire county population which is served by the facilities rather than just the city population. However, staff also understands that many times City Council must take multiple

items into consideration when hearing these types of requests beyond just those technical and financial issues evaluated by staff. Approval of this request would be in line with past Council action.

Issue Before the Council:

Does Council wish to waive the plant investment fees?

Alternatives:

Council can decide to waive the fee, waive a portion of the fee, or deny the request for a waiver.

Fiscal Impact:

Approval of this request as presented will result in a fiscal impact of \$28,500.

Legal Opinion:

The City Attorney will be present for any questions.

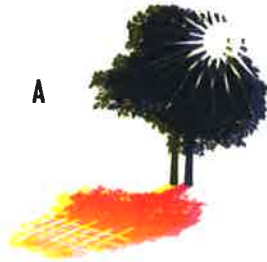
Conclusion:

Alamosa County is requesting a waiver of the plant investment fees for the new Justice Center and expansion of the County Jail.

ATTACHMENTS:

Description		Type
	Letter	Backup Material

A L A M O S A C O U N T Y



June 1, 2017

Heather Brooks
City Manager
Alamosa, CO 81101

RE: City Council Meeting June 7, 2017

Heather,

I am requesting the County be on the agenda for June 7 for the purpose of requesting a waiver on the plant investment fees for the justice center and the addition on the detention center. We have submitted a check to the City for \$28,500.

The address at the detention center is 1350 17th St. and the justice center is 8955 Independence Way.

Larry Schreiner, Project Manager and I will be in attendance.

Thank you,

A handwritten signature in blue ink that reads "Gigi Dennis".

Gigi Dennis
County Administrator

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Permitted Use by Special Review, Request of Vertical Construction Management on behalf of Starbucks to allow outdoor dining in a commercial business district.

Recommended Action:

That Council approve the request of Vertical Construction Management on behalf of Starbucks for a Permitted Use by Special Review to allow outdoor dining in a Commercial Business District as per the unanimous recommendation of the Planning Commission.

Background:

Vertical Construction Management on behalf of Starbucks has requested consideration for a Permitted Use by Special Review to allow outdoor dining in a Commercial Business District. The proposed location for the activity will be near the northwest corner of the building on a patio that is removed from all site traffic and public sidewalks. This is a growing practice in cities across the nation and has been growing in popularity in Alamosa as it allows patrons to enjoy the few months of nice evening weather we have each year. This location allows dining where no impact to pedestrian activity is anticipated.

Issue Before the Council:

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

Alternatives:

Council may approve the request as presented, approve with conditions, or choose to deny the request with or without referral to the Planning Commission.

Fiscal Impact:

No significant fiscal impact is anticipated

Legal Opinion:

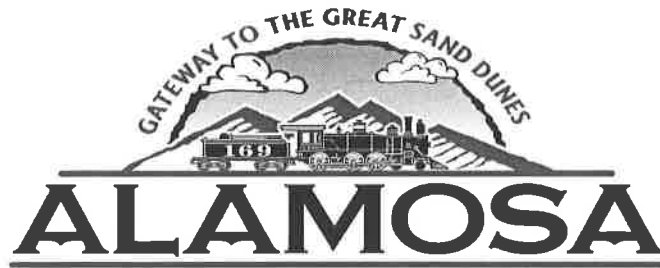
The City Attorney will be present for questions.

Conclusion:

This type of use can be beneficial for our commercial business areas by adding life and vitality, but can also be detrimental if misused. This location leaves existing sidewalks open and free for pedestrian and ADA access.

ATTACHMENTS:

Description	Type
 Background	Backup Material



MEMO

To: Planning Commission Members
From: Pat Steenburg, Public Works Director
Subject: Request of Vertical Construction Management on behalf of Starbucks for a Permitted Use by Special Review to allow outdoor dining in a Commercial Business District.
Date: May 19, 2017

I have reviewed the request of Vertical Construction Management for a Permitted Use by Special Review to allow outdoor dining in a Commercial Business District and recommend that it be approved. This is common practice within the city's commercial business areas and allows patrons to take advantage of our few months of warm weather. The dining area will be a patio on private property so no sidewalk or pedestrian conflicts are anticipated.

Civil Consulting Engineers, Inc.

May 3, 2017

Pat Steenburg
City of Alamosa
P.O. Box 419
Alamosa CO 81101

Re: Starbucks
1310 Main Street
Alamosa, CO

On behalf of Verdad real Estate please accept this letter and associated materials as our notice of application in pursuit of obtaining a Permitted Use exception.

It is the intent of the developer to build a free standing coffee shop per the enclosed site plan. Please find within this packet the following:

Application for permitted Use by special review
Legal Description (per plat)
Adjacent property owner cards
Site Plan
Landscape Plan
Elevations
Anticipated development schedule
Fee in the amount of \$50.00
Plat / Survey

Sincerely,



Civil Consulting Engineers, Inc.,
Terry Boomer PE

CC Josh Taylor; Larae Tucker; Melissa Ferreio

CITY OF ALAMOSA
APPLICATION FOR PERMITTED USE BY SPECIAL REVIEW

1. Name of property owner(s): SONIC RESTAURANTS INC
2. Mailing address of property owner(s): 300 JOHNNY BENCH DRIVE
OKLAHOMA CITY, OK 73104-0000
3. Phone number/E-mail: _____
4. Applicant information if different from owner. Attach Power of Attorney.
Name: ~~VRE Alamosa, LLC~~ Vertical Construction Management
Address: 1211 SOUTH WHITE CHAPEL BOULEVARD
SOUTHLAKE, TEXAS 76092
Phone: 817.328.0296
5. Legal description of property: see attached
6. Street address of property: 1310 Main Street
Alamosa, CO 81101
7. Zoning of property: CB Commercial Business
8. Describe proposed use in detail. I single story free standing quick service coffee
shop, Starbucks with a drive through window.
9. Attach a list of adjacent property owners names and addresses for notification. (Available at County Assessors Office)
10. E-mail an electronic file of attached site plan to:
engineer@cc.alamosa.co.us
11. Attach time schedule for development.
12. Enclose application fee of \$50.00 non-refundable.

OWNER(S)

Signature(s)

Print Name

Date

APPLICANT(S)

Signature(s)

Larae Tucker
Print Name5/2/17
Date



MAIN STREET

6TH STREET

BUILDING SETBACK



PARKING REQUIREMENTS

RESTAURANT:
11 SPACES / 1,000 S.F.

SITE SPECIFICATIONS

STARBUCKS
TOTAL LAND SIZE: ~25,200 S.F.
TOTAL BUILDING AREA: 1,900 S.F.+300 S.F. PAINT
TOTAL PARKING REQUIRED: 24 SPACES
TOTAL PARKING PROVIDED: 28 SPACES

PROPOSED STARBUCKS

NOTE: ALL DIMENSIONS AND LAND/BUILDING AREA CALCULATIONS ARE APPROXIMATE

1211 S. WHITE CHAPEL BOULEVARD
SOUTHLAKE, TEXAS 76092
817.912.0524 | O | 817.912.0550 | F
W | VERDADREALESTATE.COM

03

TECHNICAL SHEET



VERDAD

04/21/15

DWG. CREATED

1" = 50'

DRAWING SCALE

THIS SITE PLAN IS PRELIMINARY IN NATURE AND SUBJECT TO CHANGE. IT IS SUBJECT TO GOVERNMENTAL CODES, TENANT MIX, AND CIVIL ENGINEERING REQUIREMENTS AS WILL BE DICTATED BY THE GOVERNING CITY OR MUNICIPALITY.

ARCHITECT OF RECORD

DONNY J
RORSCHACH

1318 MAIN STREET, SUITE 200
ALAMOSA, CO 81101
(719) 284-4411

THIS DOCUMENT IS RELEASED
FOR THE PURPOSE OF REVIEW
UNDER THE AUTHORITY OF
ROULE ARCHITECTS. IT IS NOT
CONSTRUCTION, BIDDING OR
PERMIT PURPOSES.

PRELIM 04-25-17

CONTRACTOR SHALL VERIFY ALL CONDITIONS
ON SITE PRIOR TO CONSTRUCTION. THE
ARCHITECT IS NOT RESPONSIBLE FOR
ANY CONDITIONS OR SITUATIONS NOT
SHOWN ON THESE DRAWINGS.

1 ENTRANCE ELEVATION



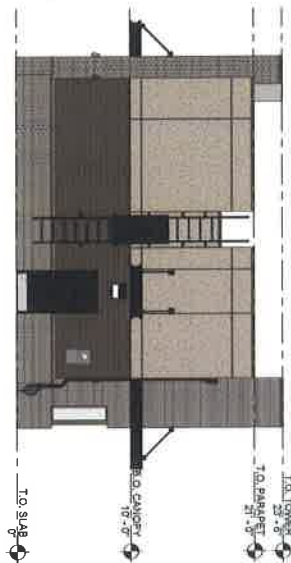
2 FRONT ELEVATION



3 DRIVE-THRU ELEVATION



4 REAR ELEVATION



THIN BRICK VENEER
REDONDO GRAY



HARDIE BOARD
PAINTED TO MATCH
SW7020 BLACK FOX



EPS
PAINTED TO MATCH
SW7020 MEGA OFFICE

VERTICAL
CONSTRUCTION MANAGEMENT

PROJECT NAME:
PROPOSED DRIVE THRU SHELL
PROJECT ADDRESS:
1318 MAIN ST.
ALAMOSA, CO 81101

REV.	DATE	BY	DESCRIPTION

PROJECT # 15-0190
ORIGINAL ISSUE DATE 04-25-17
MODIFICATION DESCRIPTION #
CHECKED BY
SHEET TITLE
EXTERIOR
ELEVATIONS
SCALE 3/8" = 1'-0"

DRAWN BY
SD-1

City of Alamosa
Planning Commission
May 24, 2017
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 Chairman Mark Manzanares. Present were the following members: Shirley Adcock and Debbie Clark. Excused: Farris Bervig, Darrel Cooper and Scott Travis. A quorum was declared. Staff present: Pat Steenburg, Harry Reynolds, Nicole Valdez and Julie Scott.

Agenda Approval: M/S/C. Clark, Adcock. Motion was made to approve the agenda with the deletion of 1B. The request of Community Resources and Housing Development Corporation for review of a final plat until the required traffic study is reviewed by staff and that Item 2B. would be presented as three separate hearings (Unanimous)

Approval of the Minutes: M/S/C. Adcock, Clark. Motion made to approve the minutes of the April 26, 2017 meeting as presented. (Unanimous)

Public Comments: None.

Regular Business - Conduct Public Hearings

The request of Vertical Construction Management for review of a lot line vacation. The property affected is Lot 1, Sangre Tract Replat and Lot 12, Block 1, Callbreath's Addition, City of Alamosa. Alamosa County also known as 1310 Main St.

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

Manzanares: Is there someone here to speak for this request? Step to the podium and state your name and address for the record.

Stackhouse: Tim Stackhouse, Civil Consulting Engineers, Inc., we're representing Verdad Real Estate. Basically, we're looking to extend the lot line and I believe that's all there is to it.

Staff presented the plat electronically to the Commission to review.

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

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

Steenburg pointed out to the Commission on the screen the proposed changes to the lot and what portion of the alley that would be vacated by ordinance. When the plat is done the property that is

owned by the applicant will be consolidated and made buildable. He explained that there would be conditions if the commission decided to approve the lot line vacation.

Clark questioned where the alley was and it was pointed out as a landlocked alley. It is a house keeping measure to clean the property up.

M/S/C. Adcock, Clark. Motion made to approve the request of Vertical Construction Management for a lot line vacation with the following conditions:

1. The plat will not be recorded until both parcels being held in fee simple ownership by a single entity.
2. The plat will also not be recorded prior to passage of an ordinance by City Council formally vacating that portion of the platted alley included within the external boundaries of the consolidation request.

The property affected is Lot 1, Sangre Tract Replat and Lot 12, Block 1, Callbreath's Addition, City of Alamosa, Alamosa County, also known as 1310 Main St. (Unanimous)

Next item:

The consideration of approval of a drive thru facility for a proposed Starbucks Restaurant and Drive through. The property affected is Lot 1, Sangre Tract Replat and Lot 12, Block 1, Callbreath's Addition, City of Alamosa, Alamosa County, also known as 1310 Main St.

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

Manzanares: Again, please state your name and address for the record.

Stackhouse: Tim Stackhouse, Civil Consulting Engineers, out of Canton, Georgia. We are looking to add a Starbuck's Restaurant with a drive thru window.

Adcock: What we understand is you are bringing traffic in from the west bound and also exit west bound or come through Sonic?

Stackhouse: Yes.

Clark: Do you think there might be a problem without a turning lane like there is for Sonic? Do you think it could be a traffic hazard?

Stackhouse: I don't think so. The speed limit is relatively low in this area and there does not seem to be room for a turn lane.

Adcock: Is this a drive thru only or restaurant?

Stackhouse: It will be a restaurant and there will be some outdoor seating on that northern island.

Clark: And you would put in the sidewalk to match Sonic's?

Stackhouse: Yes, it would match the existing sidewalk and we would put in ADA access ramps.

Adcock: How many customers do you expect per day? There are times at Sonic when the drive thru is so lined up.

Stackhouse: We have accounted for about eight and more cars could extend into the drive aisle, but that seems typical for Starbucks.

Manzanares: Pat, is there something you would like to add?

Steenburg: Right now, the sidewalks would be considered in the development phase. This is for the consideration of the drive through and traffic flow.

Manzanares: Questions, motion? There are two basic conditions regarding a drive through.

The public hearing closed 6:11 p.m.

M/S/C. Clark, Adcock. Motion made to approve the request of a drive thru facility for a proposed Starbucks Restaurant and Drive through. The property affected is Lot 1, Sangre Tract Replat and Lot 12, Block 1, Callbreath's Addition, City of Alamosa, Alamosa County, also known as 1310 Main St. (Unanimous)

This is final action on the request.

Next item:

The request of Vertical Construction Management for a Permitted Use by Special Review to allow outdoor dining in a Commercial Business District. The property affected is Lot 1, Sangre Tract Replat and Lot 12, Block 1, Callbreath's Addition, City of Alamosa, Alamosa County, also known as 1310 Main St.

The public hearing opened at 6:15 p.m.

Manzanares: Again, your name and address for the record.

Stackhouse: Tim Stackhouse, out of Canton, Georgia. Yes, it is exactly how it is presented. We would like some outdoor seating.

Manzanares: Is there anyone else that would like to speak for this request? Against? We will close the public hearing. This seems to me to be quite similar to what is next door at Sonic.

The public hearing closed at 6:16 p.m.

Adcock: So will there be speakers and the order is placed and brought out?

Stackhouse: No, it would be just outdoor seating, patio furniture.

Adcock: Are you serving anything besides coffee?

Stackhouse: Danishes, that sort of thing.

Clark: the patio area is just the one small area?

Stackhouse: Yes.

Manzanares: A motion?

M/S/C. Adcock, Clark. Motion made to recommend approval of the request of Vertical Construction Management for a Permitted Use by Special Review to allow outdoor dining in a Commercial Business District. The property affected is Lot 1, Sangre Tract Replat and Lot 12, Block 1, Call breath's Addition, City of Alamosa, Alamosa County, also known as 1310 Main St. (Unanimous)

This recommendation will go to City Council for the June 7, 2017 meeting at 7:00 p.m. as a consent calendar item.

Other business: None.

After no further business the meeting was adjourned at 6:18 p.m.

Respectfully submitted,



Julie Scott
Recording Secretary

CITY OF ALAMOSA
APPLICATION FOR FINAL SUBDIVISION/PLAT/REPLAT

- 1) Name(s) of property owner(s) Felix Valdez
- 2) Mailing address of owner(s) Altanero Enterprises, Inc.
16045 State Hwy 15
La Jara, CO 81140
- 3) Phone number of owner(s) 719.274.9897
- 4) Application information if different from owner. Attach Power of Attorney.
- Name _____
- Mailing Address _____
- Phone number _____
- 5) Proposed subdivision name _____
- 6) Legal description of Property Lot 1R Sangre Tract Replat 0.585 acres
- 7) Description of Action Replat and Vacation Plat located in Lot 1 Sangre Tract
replat plus Lot 12 Block 1 Calllbreath's Addition
- 8) Attach final plat and other required documents.
E-mail electronic file to: engineer@cc.alamosa.co.us
- 9) Attach list of adjacent property owners' names & addresses for notification. (Available at County Assessors Office)
- 10) Application fee - \$100.00 (non-refundable)

Owner(s) <u>Felix D Valdez Catherine M. Valdez</u>	Applicant(s) <u>Felix D Valdez Catherine M. Valdez</u>
Signature _____	Signature _____
<u>Felix D Valdez Catherine M. Valdez</u>	<u>Felix D Valdez Catherine M. Valdez</u>
Print Name _____	Print Name _____
Date <u>4/12/17</u>	Date <u>4/12/17</u>

CITY OF ALAMOSA
APPLICATION FOR FINAL SUBDIVISION/PLAT/REPLAT

- 1) Name(s) of property owner(s) Paige S. Bass-Vice President
- 2) Mailing address of owner(s) Sonic Coporation and Subsidiaries
300 Johnny Bench Drive
Oklahoma City, OK 73104
- 3) Phone number of owner(s) 405-225-5000
- 4) Application information if different from owner. Attach Power of Attorney.
- Name Larae Tucker - Vertical Construction Managment
- Mailing Address 1209 S White Chapel Blvd., Southlake, TX 76092
- Phone number 214-601-5495
- 5) Proposed subdivision name _____
- 6) Legal description of Property Lot 1R Sangre Tract Replat 0.585 acres
- 7) Description of Action Replat and Vacation Plat located in Lot 1 Sangre Tract
replat plus Lot 12 Block 1 Calllbreath's Addition
- 8) Attach final plat and other required documents.
- E-mail electronic file to: engineer@cc.alamosa.co.us
- 9) Attach list of adjacent property owners' names & addresses for notification. (Available at County Assessors Office)
- 10) Application fee - \$100.00 (non-refundable)

Owner(s)

Signature

Print Name

Date

Applicant(s)

Signature

Larae Tucker

Print Name

5-3-17

Date

CITY OF ALAMOSA
APPLICATION FOR FINAL SUBDIVISION/PLAT/REPLAT

- 1) Name(s) of property owner(s) Felix Valdez
- 2) Mailing address of owner(s) Altanero Enterprises, Inc.
16045 State Hwy 15
La Jara, CO 81140
- 3) Phone number of owner(s) 719.274.9897
- 4) Application information if different from owner. Attach Power of Attorney.
 - Name _____
 - Mailing Address _____
 - Phone number _____
- 5) Proposed subdivision name _____
- 6) Legal description of Property Lot 1R Sangre Tract Replat 0.585 acres
- 7) Description of Action Replat and Vacation Plat located in Lot 1 Sangre Tract
replat plus Lot 12 Block 1 Calllbreath's Addition
- 8) Attach final plat and other required documents.
E-mail electronic file to: engineer@cc.alamosa.co.us
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- 10) Application fee - \$100.00 (non-refundable)

Owner(s)

Signature

Print Name

Date

4/12/17

Applicant(s)

Signature

Print Name

Date

4/12/17

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

First Reading, Ordinance No. 15-2017, Alley Vacation, Block 1, Callbreath's Addition

Recommended Action:

That Council approve Ordinance No. 15-2017 on first reading vacating the remainder of the alley adjacent to the southwesterly corner of Lot 1 of the Sangre Tract Replat, in Block 1 of Callbreath's Addition and set it for public hearing at your regularly scheduled meeting on July 5th, 2017.

Background:

During the numerous replats and subdivisions of the old Safeway site where Sonic is now, one half of a land locked and unused alley was apparently overlooked when the other alleys associated with it were vacated. This alley is land locked, in that the public has no legal access to it from any direction, it contains no utilities or other improvements, and is effectively preventing the consolidation of two separately owned parcels required for the development of the new Starbucks. This is simply a housekeeping effort that will allow the site to be used in the most effective manner and expedite the processing of the land use applications submitted by Starbucks.

Issue Before the Council:

Does Council wish to vacate the alley?

Alternatives:

Council may approve Ordinance No. 15-2017 on first reading and set for public hearing or not pass the ordinance and provide staff further direction.

Fiscal Impact:

No fiscal impact is anticipated.

Legal Opinion:

City Attorney will be present for questions.

Conclusion:

This is a dead-end, land locked alley that serves no properties other than those involved in the vacation request, the associated portions of the alley have been vacated in the past.

ATTACHMENTS:

Description	Type
▣ Ordinance 15-2017	Ordinance
▣ Exhibit A	Cover Memo

ORDINANCE NO. 15-2017

AN ORDINANCE VACATING THE REMAINDER OF THE ALLEY ADJACENT TO THE SOUTHWESTERLY CORNER OF LOT 1 OF THE SANGRE TRACT REPLAT IN BLOCK 1 OF CALLBREATH'S ADDITION, LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4NE1/4) OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 10 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF ALAMOSA, ALAMOSA COUNTY, COLORADO

WHEREAS, the northerly and westerly portions of this alley have been vacated historically by the Sangre Investment Group Replat, and that instrument at Reception Number 211615, both filed for record in the office of the Alamosa County Clerk and Recorder; and

WHEREAS, the owners of that portion of Block 1 of Callbreath's Addition to the City of Alamosa and its subsequent replats that are served by the remaining alley, being the owners of lot 12, Block No. 1 of said Callbreath's Addition and Lot 1 of the Sangre Tract Replat, have petitioned that it be vacated; and

WHEREAS, the alley is a dead end, land locked, and contains no utilities or other improvements of any kind; and

WHEREAS, the vacation of this alley will contribute to the safe and effective use of the adjacent platted properties and better support future development of the area; and

WHEREAS, there does not appear to be a public interest in the maintenance of this alley for as the public has no legal access to or from the alley from any direction.

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

Section 1. That the alley located between Lot 12, Block 1 of Callbreath's Addition to the City of Alamosa and Lot 1 of the Sangre Tract Replat, as depicted on Exhibit A as attached, is hereby vacated, resulting in vacation of the entire alley between the two parcels referenced herein.

Section 2. General Repealer. All acts, orders, ordinances, resolutions, or portions thereof in conflict herewith, are hereby repealed to the extent of such conflict.

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

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

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

INTRODUCED, READ AND ORDERED published the 7th day of June, 2017, and a public hearing hereon fixed for the 5th day of July, 2017 at 7:00 p.m., or as soon thereafter as the matter may be heard.

APPROVED, AND ADOPTED after public hearing this _____ day of _____, 2017.

CITY OF ALAMOSA

By: _____
Josef P. Lucero, Mayor

Attest: _____
Holly C. Martinez, City Clerk

(FELIX D. AND
CATHERINE M.
VALDEZ)

PUBLIC ALLEY
(RECEPTION #: 328782)

**LOT 1
SANGRE TRACT REPLAT
0.499± ACRES**

THE SOUTH 10' OF A PORTION OF CITY
ALLEY VACATED AND REVERTED TO
LOT 12 ON "SANGRE INVESTMENT
GROUP REPLAT" (REC# 328782)

A PORTION OF CITY ALLEY VACATED AND
REVERTED TO THE "SANGRE TRACT"
(LOTS 1 & 2) ON "SANGRE INVESTMENT
GROUP REPLAT" (REC# 328782)

20'-WIDE ALLEY (REC# 27482)

ORIGINAL NE CORNER OF LOT 12, BLOCK 1,
CALLBREATH'S ADDITION (REC# 27486)

**LOT 12, BLOCK 1, CALLBREATH ADDITION
+ WEST 10' OF ALLEY IMMEDIATELY EAST
+ SOUTH 10' OF PORTION OF ALLEY
IMMEDIATELY NORTH**

WEST 10' OF CITY
ALLEY VACATED &
REVERTED TO LOT
12 (REC# 211615)

EAST 10' OF CITY ALLEY AS
SHOWN ON CALLBREATH
ADDITION (REC# 27482)
**TO BE VACATED & REVERTED
TO LOT 1, SANGRE TRACT
REPLAT (0.011± ACRES)**

S89°45'00"E
10.00'

54.53'

43.99'

N00°13'34"E

S00°13'34"W

N61°41'19"W
5.67'

N61°41'25"W
5.67'

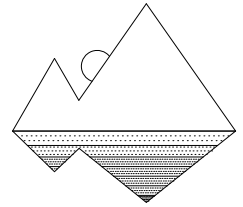
S00°13'34"W
15.87'

EASTBOUND U.S. HIGHWAY 160/285 (6TH STREET)
(RIGHT-OF-WAY WIDTH VARIES)



LEGEND

- ALLEY BOUNDARY
- - - VACATED LOT LINE
- FOUND NAIL WITH WASHER SET IN ASPHALT BY PLS 23891
- ▲ FOUND REBAR WITH NO CAP. (PLACED ALUM. CAP MARKED SUMMIT 14840 ON REBAR)



**SUMMIT ENGINEERING
COMPANY**
ENGINEERS & LAND SURVEYORS
P: 719-589-6147 F: 719-589-6633
Loc: 1317 State Ave Alamosa, CO 81101
Mail: P.O. Box 1897 Alamosa, CO 81101
summitengco@gmail.com

PROJECT
**Callbreath Addition Alley
Vacation Exhibit**

East 10' of N/S Alley,
Callbreath Addition
Alamosa County
City of Alamosa, Colorado

PLAN REVISIONS

Date	Comments
Revision-1 ---	---
Revision-2 ---	---
Revision-3 ---	---

DRAWING INFORMATION

Job Number:	1608134VP
Print Draft Number:	PRELIM
Drawn By:	KFA
Checked By:	SEJ
Dwg Date:	05-24-2017
Owner:	---

SHEET NAME
Alley Vacation Diagram

EXHIBIT-A

SHEET NUMBER 1 OF 1

CDOT PROJECT NO.
NH 1602-099
PARCEL NO. 7

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Award of Bid - Ultraviolet Disinfection Unit

Recommended Action:

Staff recommends that Council award the bid for the purchase of the ultraviolet disinfection unit at the wastewater treatment plant to Coombs Hopkins in the amount of \$189,300 based on the recommendation of the consulting engineer and the proven track record and market share of the Trojan system.

Background:

Several years ago when the ultraviolet system failed it was decided not to make the investment to repair the system because compliance with our discharge permit at that time did not require the system to be in operation. Since then, we have been issued a new permit by the Colorado Department of Health and Environment under the auspices of the National Pollutant Discharge Elimination System that requires us to meet certain bacteriological requirements that do indeed require the ultraviolet system to be in optimal condition. We spent a significant amount of money approximately two years ago to get the system to a point that we could meet our permit requirements while we budgeted and identified a revenue source to fund the purchase and installation of this upgraded system. As our system exists today, we will have no reasonable way to bring it back on-line should it fail which will undoubtedly cause us to exceed our permitted bacteriological limits placing us squarely in a non-compliant status with the State. A review of the majority of the systems currently available to us has identified five possible manufacturers that staff and the consulting engineer have worked together to narrow down to one recommendation. An outline of the advantages and disadvantages of each system reviewed is included below for your review and consideration.

UV System Comparison				
System	Purchase Price	Estimated Twenty Year Electrical Cost	Advantages	Disadvantages
<i>Trojan UV 3000 Plus</i>	\$189,300	\$223,998	Good reputation in Colorado. Fewer total number of lamps. Small system power draw.	Ballasts located at top module. Chemical for wiper system is corrosive. Overall system cost.
<i>Calgon Carbon C3500D</i>	\$245,000	\$537,595	Fewer total number of lamps. Bank redundancy. Non-chemical wiper system.	Largest power draw of all systems. Limited spare part kit included. Highest overall system cost.
<i>Glasco GLOW-6000</i>	\$135,000	\$287,464	Small system power draw. Fewer number of lamps. Low upfront capital cost.	Limited reputation in Colorado. Slow response time for design and operational questions.
<i>Wedeco TAK Smart</i>	\$102,000	\$373,330	Fewer total number of lamps. Low upfront capital cost. Ballast included inside cabinet.	Larger power draw than other systems. Gouging of the channel walls and bottom required.
<i>Neotec UV System</i>	\$151,800	\$382,663	Ballast located inside cabinet. Non-chemical wiper system. No proprietary circuit boards.	Manufactured in South Korea. Higher number of lamps. No spare part kit included.

******(Outline also included as an attachment.)

In addition to their regional and nation-wide reputation for advanced UV wastewater treatment technology, staff and TZA water engineers recommends replacing our existing system with the Trojan 3000 Plus for the following reasons:

- Currently installed in over 5,000 municipal UV disinfection facilities treating over 24 billion gallons of water a day
- Simplified installation of the new UV systems in retrofit situations
- City of Alamosa staff has 19 years of operational and maintenance experience with the Trojan system
- Excellent and proven local service and response for operational and maintenance issues
- Proven long service life and lower lifetime operating costs

Issue Before the Council:

Does Council wish to replace the existing UV system with the Trojan 3000 Plus as recommended?

Alternatives:

Council may award the replacement to the Trojan as recommended, award the replacement to one of the other manufacturers, or reject all bids and provide staff with further guidance.

Fiscal Impact:

\$200,000 was approved for this purchase and will be included in a future budget amendment. The purchase price will leave a balance of \$20,000 which should cover the cost of installation and permitting, at this time staff does not anticipate the need for additional funds.

Legal Opinion:

City Attorney will be available for comment.

Conclusion:

This expense is necessary to maintain compliance with our discharge permit.

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Technical Design Memorandum	Cover Memo
<input type="checkbox"/>	UV System Comparisons	Backup Material

MEMORANDUM

To: Patrick Steenburg, Public Works Director, City of Alamosa
From: David Wiggins, P.E.
Date: April 11, 2017
Re: Alamosa Wastewater Treatment Plant (AWWTP)—UV Disinfection Replacement
CC: Brad Simons, P.E.

EXECUTIVE SUMMARY

The City of Alamosa has engaged the services of TZA Water Engineers (TZA) for an alternatives analysis of replacement of the existing AWWTP open channel, gravity flow, Trojan Ultraviolet (UV) disinfection system. TZA consulted with and solicited technical information from Trojan Technologies, Glasco UV, CalgonCarbon UV, Wedco UV system by Xylem, Inc., and Neotec UV to evaluate the project and provide recommendations for replacement of the current system installed in 1993. These companies provided technical data related to their equipment, and budgetary cost estimates for UV system replacement.

Based on the alternatives analysis completed by TZA, we recommended the City procure the Trojan 3000Plus system due to Trojan's reliability, market reputation, and long service life. Attached to this memorandum are:

- Trojan's proposal
- Trojan's sample equipment specification
- Trojan's equipment drawing.

PURPOSE

The purpose of this memorandum is to present the results of the alternatives analysis completed by TZA for replacement of the UV system at the AWWTP and provide a recommendation for the City to consider for procurement of a replacement system.

BACKGROUND

The AWWTP treats municipal wastewater utilizing an extended aeration process with dual conventional circular clarifiers and UV disinfection. Three sludge handling ponds, each with a capacity of 500,000 gallons, are used for a sludge freeze-dry operation. This facility was constructed in early 1993. The UV Disinfection System consists of three (3) final effluent channels with two ultraviolet

LAMP RYNEARSON COMPANIES



radiation modules per channel. There are 12 lamp modules per UV bank and 8 lamps per module for a total of 192 lamps. The channel depth is approximately 4 feet from the channel bottom to top of wall. Recent effluent monitoring results have indicated an exceedance of the 30-day and 7-day average values for E.coli.

DESIGN CRITERIA

The UV vendors evaluated were provided with the design criteria to support proposal preparation for UV system replacement at the AWWTP.

Peak Flow	4.75 MGD
TSS	30 mg/l, 30 Day Average
Ultraviolet @ 253.7 nm	65% minimum
Maximum Mean Particle Size	30 microns
Effluent Standards	E. coli (# /100 ml)—CDPHE Permit #CO0044458 <ul style="list-style-type: none"> ▪ 147 (30-Day Average) ▪ 294 (7-Day Average)
Number of Channels	1
Number of Banks per Channel	2
UV Lamp	High-Intensity/Low Pressure
Channel Length	25 ft 4 in
Channel Width	36 in
Channel Depth	48 in
Channel Flow Depth	24 in
Reduction Baffles	If required for system
Flow Control Weir	Required

Existing Drawings and Equipment Sheets provided

- Hydraulic Profile
- Floor Plan of the UV Area
- Sections of the UV Area
- UV Equipment Spec Sheet

LAMP RYNEARSON COMPANIES



VENDOR DESIGN SUMMARIES

Trojan UV3000 Plus – Coombs Hopkins

Number of Channels	1
UV Modules	2
Number of Modules per Bank	4
Number of Lamps per Module	6
Total Number of UV Lamps	48
Maximum Power Draw	12 kW
Number of Power Distribution Centers	2
Number of System Control Centers	1
Number of Level Controllers	1
Automatic Cleaning	Hydraulic System
Headloss	3.0 inches
Other Equipment	304SS Channel Reduction Baffles
Spare Parts	6 lamps, 6 sleeves, 12 wiper seals, 2 ballasts, 1 gallon cleaning gel, 6 lamp holder seals, spare hydraulic filter
Cost	\$189,300.00 + \$2,970.00 (Crane)
Lamp Replacement Cost	\$265.00

CalgonCarbon C3500D – Water Technology Group

Number of channels	2 (one channel for redundancy)
UV Modules	2
Number of Modules per Bank	3
Number of Lamps per Module	4
Total Number of Lamps	48
Maximum Power Draw	28.8 kW
Number of Power Distribution Centers	2
Number of System Control Centers	1
Number of Level Controllers	2
Automatic Cleaning	Mechanical Wiper
Headloss	2.26 inches
Other Equipment	304SS Channel Reduction Baffles
Spare Parts	UV face shield, service trolley, rack lifting sling
Cost	\$245,000.00 + \$7,700.00 (Crane)
Lamp Replacement Cost	\$250.00

LAMP RYNEARSON COMPANIES



Glasco GLOW-6000 - Dewco

Number of channels	1
UV Modules	2
Number of Modules per Bank	2
Number of Lamps per Module	12
Total Number of Lamps	48
Maximum Power Draw	15.4 kW
Number of Power Distribution Centers	1
Number of System Control Centers	1
Number of Level Controllers	1
Automatic Cleaning	Air compressor powered system
Headloss	4.0 inches
Other Equipment	304SS Channel Reduction Baffles
Spare Parts	4 UV lamps, 4 lamp sleeves, 1 ballast, 6 O-rings, 6 wiper rings, 2 face shields
Cost	\$135,000 + \$2,200.00 (Crane)
Lamp Replacement Cost	\$150.00

Wedeco TAK Smart – ISI West

Number of channels	1
UV Modules	2 (1 duty + 1 standby)
Number of Modules per Bank	3
Number of Lamps per Module	8
Total Number of Lamps	48
Maximum Power Draw	20 kW
Number of Power Distribution Centers	1
Number of System Control Centers	1
Number of Level Controllers	Existing
Automatic Cleaning	Pneumatic Automatic System (Air Compressor)
Headloss	2.20 inches
Other Equipment	8" of Grout on sidewalls and 5.5" of grout in channel
Spare Parts	4 lamps, 2 ballasts, 8 wiper rings
Cost	\$102,200.00 + \$3,200.00 (Crane)
Lamp Replacement Cost	\$150.00

LAMP RYNEARSON COMPANIES

Neotec UV System – Water Technology Group

Number of channels	1
UV Modules	2
Number of Modules per Bank	2
Number of Lamps per Module	16
Total Number of Lamps	64
Maximum Power Draw	20.5 kW
Number of Power Distribution Centers	1
Number of System Control Centers	1
Number of Level Controllers	1
Automatic Cleaning	Mechanical Wiper
Headloss	2.0 inches
Other Equipment	Channel Modifications (grout)
Spare Parts	None
Cost	\$151,800 + \$7,700.00 (Crane)
Lamp Replacement Cost	\$210.00

ADVANTAGES/DISADVANTAGES

Manufacturer	Advantages	Disadvantages
Trojan	Good reputation in Colorado. Fewer total number of lamps. Small system power draw.	Ballasts located atop module. Chemical for wiper system is corrosive. Overall system cost.
CalgonCarbon	Fewer total number of lamps. Bank redundancy (2 channels). Non chemical wiper system	Largest power draw of all systems. Limited spare part kit included. Highest overall system cost.
GlascoUV	Small system power draw. Number of lamps. Low upfront capital cost.	Limited reputation in Colorado. Slow response time for design and operational questions.
Wedeco	Fewer total number of lamps. Low upfront capital cost. Ballast located inside cabinet.	Larger power draw than other systems. Grouting of the channel walls and bottom required.
NeotecUV	Ballast located inside cabinet. Non chemical wiper system. No proprietary circuit boards.	Manufacturer is located in South Korea. Number of lamps. No spare part kit included.

LAMP RYNEARSON COMPANIES

RECOMMENDATIONS

Based on the comparison of the systems above, Trojan and Glasco appear to be good selections for replacing the existing UV system. Both have low power consumption, provide good spare parts kit with the purchase of the system, and provide warranties on lamps and ballasts. A comparison between the two systems is shown below.

	TROJAN	GLASCO
Number of UV Modules	2	2
Total Number of Lamps	48	48
Lamp Warranty	12,000 hours	12,000 hours
Ballast Warranty	5 years prorated after 1 year	5 years prorated after 2 years
Lamp Dimming	Automatic	Automatic
Quartz Sleeve Cleaning	Automatic	Automatic
Capital Cost	\$189,300	\$135,000
Power Cost per kilowatt-hour	\$0.42	\$0.55

However, Trojan has both local and nationwide reputation for advanced UV wastewater treatment technology. TZA recommends replacing the existing system with the Trojan 3000Plus for the following reasons.

- Installed in 5,200 municipal UV disinfection facilities treating over 24 billion gallons a day.
- Simplified installation of new UV systems in existing facilities.
- Alamosa's AWWTP staff operational experience with the Trojan System.
- Excellent local service and response for operation and maintenance issues.
- Long service life—the current system has been in place since 1993.

NEXT STEPS

- The City of Alamosa shall procure the UV system from a Trojan. The typical lead time for the equipment is 8 to 12 weeks based on conversations with Jason Morgan, Coombs Hopkins.
- TZA Water Engineers shall assist the City of Alamosa with In-Kind Replacement approval of the UV system by the Colorado Department of Public Health and Environment Water Quality Control Division in accordance with Regulation 22, Site Location and Design Approval Regulations for Domestic Wastewater Treatment Works.
- TZA Water Engineers shall assist with the solicitation and selection of a general contractor to remove the existing UV system and install the new Trojan 3000Plus system and coordinate other disciplines (i.e. instrumentation and controls).

LAMP RYNEARSON COMPANIES

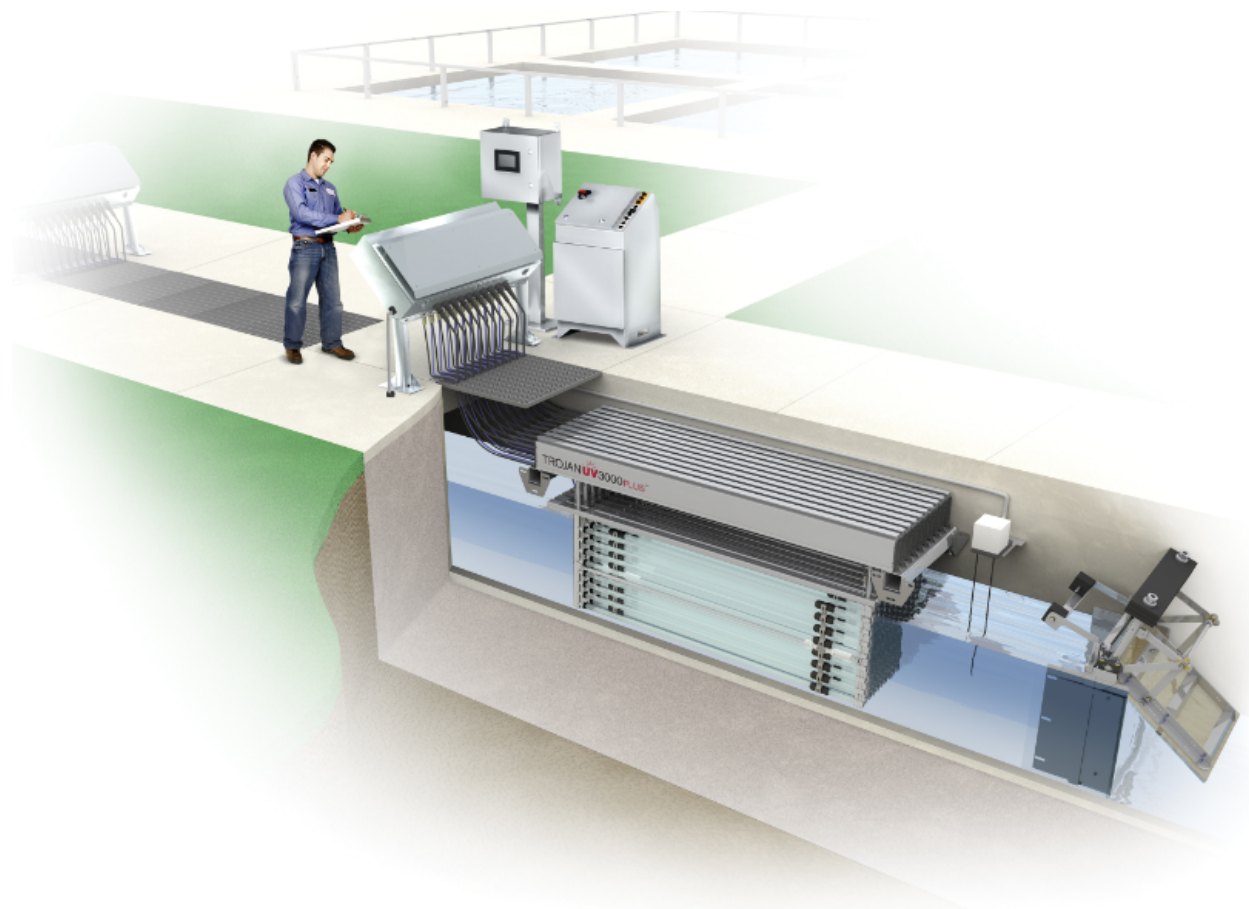


TROJAN **UV3000PLUS**™

PROPOSAL FOR THE CITY OF ALAMOSA REPLACEMENT, Colorado

QUOTE: 211826

04/11/2017



The TrojanUV3000Plus™ is operating in **over 2000** municipal wastewater plants around the world. Disinfecting **over 17 billion** gallons a day, the TrojanUV3000Plus™ has become the reference standard in the industry.



April 11, 2017

In response to your request, we are pleased to provide the following TrojanUV3000Plus™ proposal for the **ALAMOSA REPLACEMENT** project.

The TrojanUV3000Plus™ has been shown in over 2000 installations to provide dependable performance, simplified maintenance, and superior electrical efficiency. As explained in this proposal, the system incorporates innovative features to reduce O&M costs, including variable output electronic ballasts to provide dimming capability and Trojan's revolutionary ActiClean-WW™ system – the industry's only online chemical and mechanical quartz sleeve cleaning system. All Trojan installations are supported by a global network of certified Service Representatives providing local service and support.

Please do not hesitate to call us if you have any questions regarding this proposal. Thank you for the opportunity to quote the TrojanUV3000Plus™ and we look forward to working with you on this project.

With best regards,

Tim Proctor

Tim Proctor
3020 Gore Road
London, Ontario N5V 4T7
Canada
(519) 457 – 3400

Local Representative:

Jason Morgan
4380 So. Syracuse Street, Suite 450
Denver, CO
303-477-1970

DESIGN CRITERIA
ALAMOSA REPLACEMENT

Peak Design Flow:	4.75 MGD(US)
UV Transmittance:	65 % (minimum)
Total Suspended Solids:	30 mg/l (30 Day Average, grab sample)
Disinfection Limit:	147 E.coli/#100 ml (30 Day Average) and 294 E.coli/#100 ml (30 Day Average) based on a day 30 of consecutive daily grab samples
Design Dose:	>30 mJ/cm² (bioassay validated)
Validation Factors:	0.98 end of lamp life factor (Low-Pressure Amalgam Lamps) 0.95 fouling factor (ActiClean-WW™ Chemical / Mechanical Cleaning System)

DESIGN SUMMARY

QUOTE: 211826

Based on the above design criteria, the TrojanUV3000Plus™ proposed consists of:

CHANNEL (Please reference Trojan layout drawings for details.)	
Number of Channels:	1
Approximate Channel Length Required:	25 ft 4 in
Channel Width Based on Number of UV Modules:	16 in
Channel Depth Recommended for UV Module Access:	54 in
UV MODULES	
Total Number of Banks:	2
Number of Modules per Bank:	4
Number of Lamps per Module:	6
Total Number of UV Lamps:	48
Maximum Power Draw:	12 kW
UV PANELS	
Power Distribution Center Quantity:	2
System Control Center Quantity:	1 including 25 min ups
MISCELLANEOUS EQUIPMENT	
Level Controller Quantity:	1
Type of Level Controller:	Weighted Gate (ALC)
Automatic Chemical / Mechanical Cleaning:	Trojan ActiClean-WW™
On-line UVT Monitor:	Optional
Standard Spare Parts / Safety Equipment:	Included
Other Equipment:	304SS channel reduction baffles. *** Not included is the channel inlet stilling plate as it is assumed that this can be reused from one of the existing channels.
ELECTRICAL REQUIREMENTS	
<ol style="list-style-type: none"> 1. Each Power Distribution Center requires an electrical supply of one (1) 208V / 60Hz, 2. The Hydraulic System Center requires an electrical supply of one (1), 208V / 60Hz, 2.5 kVA 3. The System Control Center requires an electrical supply of one (1) 110-240V 1 Ph, 2 Wire + Gnd, 50/60 Hz , 15 Amps. 4. Electrical disconnects required per local code are not included in this proposal. 	

COMMERCIAL INFORMATION

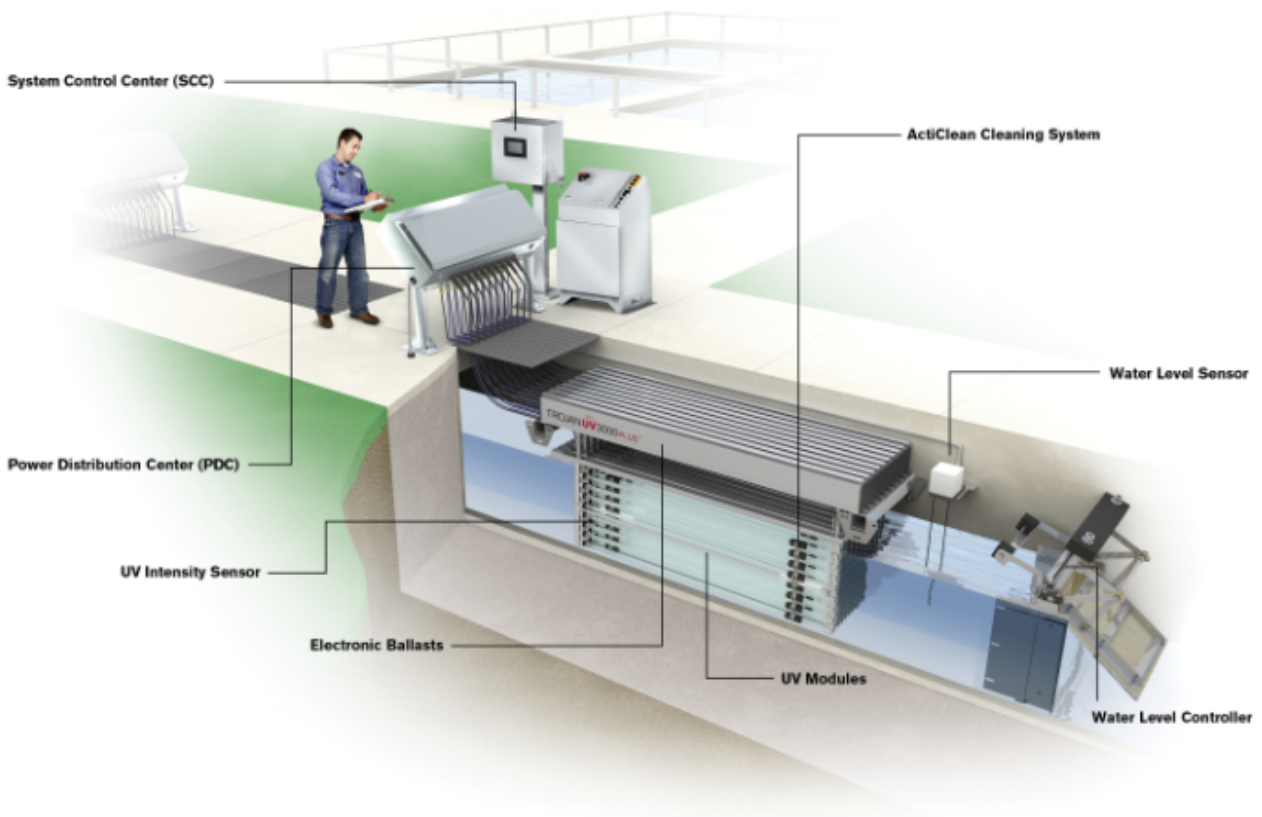
Total Capital Cost: : \$ 189,300.00 (USD)

This price excludes any taxes that may be applicable and is valid for 90 days from the date of this letter.

EQUIPMENT WARRANTIES

1. Trojan Technologies warrants all components of the system (excluding UV lamps) against faulty workmanship and materials for a period of 12 months from date of start-up or 18 months after shipment, whichever comes first.
2. UV lamps purchased are warranted for 12,000 hours of operation or 3 years from shipment, whichever comes first. The warranty is pro-rated after 9,000 hours of operation. This means that if a lamp fails prior to 9,000 hours of use, a new lamp is provided at no charge.
3. Electronic ballasts are warranted for 5 years, pro-rated after 1 year.

FEATURES & BENEFITS



Lifetime Performance Guarantee

Trojan offers an unparalleled Lifetime Performance Guarantee. The spirit of this guarantee is simple: the Trojan equipment, as sized for the project, will meet the disinfection requirements for the life of the system.

Validation

The TrojanUV3000Plus™ is fully validated. The Lifetime Performance Guarantee uses the same criteria that regulators and engineers advocate – independent, validated data. The TrojanUV3000Plus™ features:

- Disinfection proven in the real-world through bioassay validation and **more than 1300 installations** worldwide, guaranteeing permit compliance as well as public and environmental safety
- A validated **end-of-lamp-life factor of 98% after 12,000 hours** and the best lamp warranty in the industry.
- The most effective sleeve cleaning system – ActiClean-WW™ — maintains a validated sleeve transmittance of **at least 95% and operates automatically**

TrojanUV3000Plus™ Components

Power Distribution Center

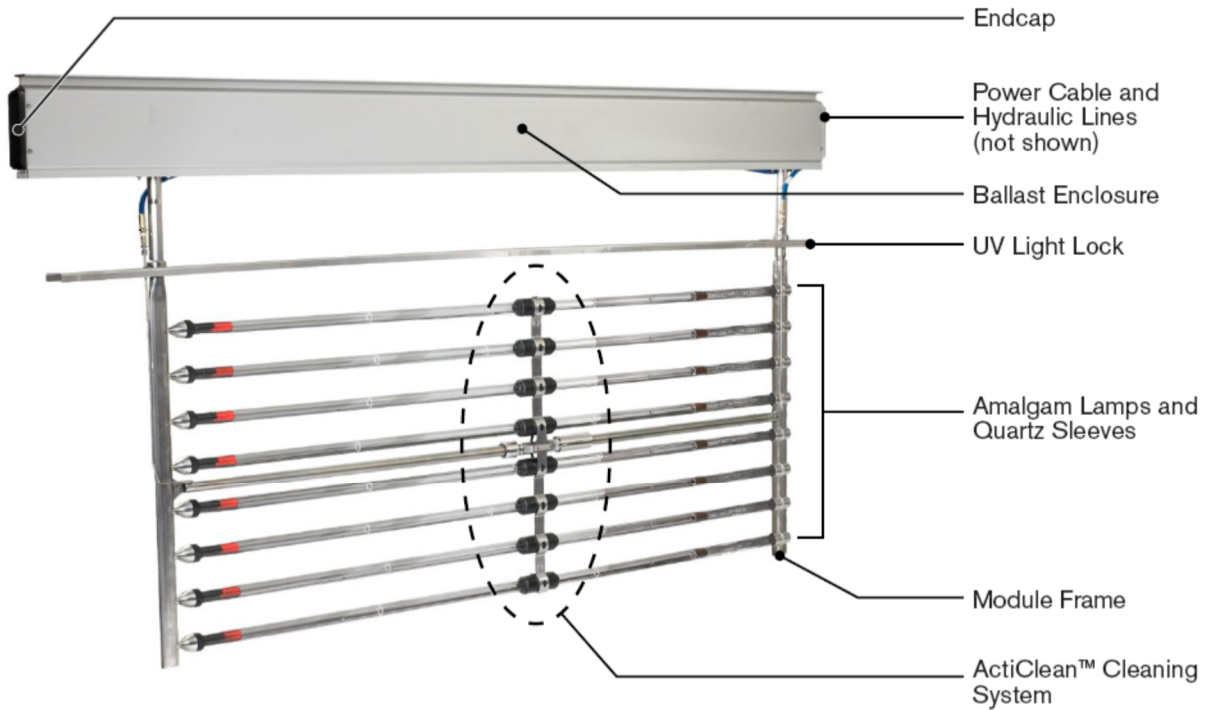
- Distributes power to each UV module
- Ergonomic, angled design provides easy access to module power cables, module fuses and interlock relays
- All surfaces are touch-safe, with separated high & low voltages

System Control Center

- Monitors and controls all UV functions, including dose pacing – the automatic, flow-based program that dims lamps to conserve power, while ensuring proper disinfection levels at all times
- User-friendly, touch-screen HMI display that are integrated into a stand-alone panel

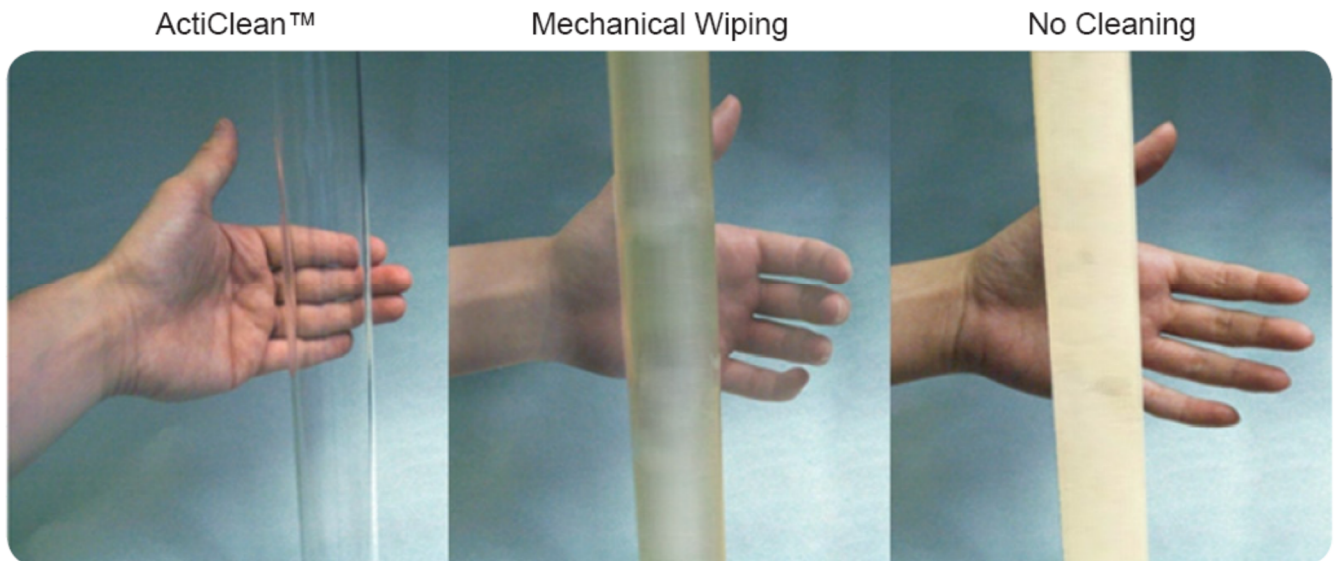
UV Module *(shown below)*

- UV modules are electrically separated from each other, allowing them to be individually removed for maintenance
- Horizontal lamps deliver optimal hydraulic performance and maximize wastewater exposure to UV light



ActiClean-WW™ and Hydraulic System Center

- Automated ActiClean-WW™ system – the industry's only chemical and mechanical sleeve cleaning system – reduces manual labor for operators
- UV modules are completely cleaned while operating in the channel – no need to remove modules for cleaning
- Hydraulically-driven ActiClean-WW™ cleaning system maintains at least 95% transmittance, ensuring the lamp and intensity sensor sleeves are clean and the system is consistently delivering an accurate dose



UV Lamps

- Lamps are warranted for 12,000 hours and are easily replaced in minutes without the need for tools
- Lamps maintain 98% of the original output after 12,000 hours of operation

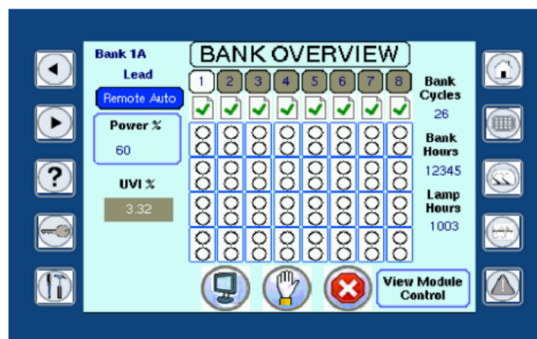


Ballasts

- Variable-output, electronic ballasts are housed right in the module, reducing the system footprint, minimizing installation time and costs, and eliminating the need for separate external cabinets
- Ballast enclosures are rated TYPE 6P (IP67) – air/water tight
- Ballasts are cooled by convection, eliminating the costs associated with air conditioning and forced-air cooling

CONTROLS PHILOSOPHY

All UV functions can be controlled through an operator-friendly, touch-screen located on the System Control Center (sample display shown on the right). The menu-driven interface simplifies access to all system functions, set points and alarms for fast, accurate monitoring and diagnostics. Discrete I/O or serial communication links are available for remote communication and monitoring by the plant's SCADA system. The System Control Center can be accessed through a remote dial-up modem to monitor, upload programs, and troubleshoot the system remotely from Trojan's Technical Assistance Center.



UV lamps are automatically “dimmed” and banks can be turned off during periods of no or low flows, thereby increasing the operating life of the lamps and reducing power consumption. This automated dose delivery is based on lamp age, flow rate and water quality parameters from optional sensors such as an on-line UV Transmittance monitor.

A low water level sensor is provided in each channel to extinguish UV lamps in the rare event of a critical low water level. This device is a safety mechanism to protect both the operators and the UV equipment.

SUPPORT AND SERVICE



- Local service and support available through your Trojan Representative
- Analytical support such as water analysis is offered by Trojan (e.g. Collimated Beam testing, TSS, UV Transmittance, particle size characterization, iron and hardness)
- Technical service assistance is available 24/7 through a toll-free number
- Stocking centers throughout the world ensure quick turn-around for replacement parts
- TrojanUV installations are serviced by a

global network of factory trained and certified technicians

Safety Advantages of UV Disinfection

- UV is a chemical-free process that adds nothing to the water but UV light
- UV requires no transportation, storage or handling of toxic or corrosive chemicals – a safety benefit for plant operators and the surrounding community
- UV treatment creates no carcinogenic disinfection by-products that could adversely affect quality of the water
- UV is highly effective at inactivating a broad range of microorganisms – including chlorine resistant pathogens like *Cryptosporidium* and *Giardia*

Cost Advantages of UV Disinfection

- Annual lamp replacement and electrical consumption comprise the operating costs of UV disinfection
- UV eliminates or reduces the immediate safety threat of chlorine gas without creating new long term costs associated with chemicals, transportation, delivery and handling
- Costs for leak response, administration, risk management, emergency planning and operator training are minimized or eliminated with UV

About Trojan Technologies

Trojan is recognized around the world as the leader in advanced UV water treatment technology and is committed to aggressively leveraging its proprietary expertise in a growing number of key market sectors. These markets include municipal drinking water, municipal wastewater, environmental contaminant treatment and residential applications, as well as the ultra-purification of water used in food and beverage manufacturing, pharmaceutical processing, and semi-conductor applications around the world.

Trojan's success is evident in more than 5,200 municipal UV disinfection facilities treating over 24 billion gallons a day – the largest installed base of UV systems in the world.

As a wholly-owned subsidiary of Danaher Corporation of Washington, D.C., Trojan designs, manufactures and sells UV systems for disinfection and advanced oxidation of municipal wastewater and drinking water, as well as for the industrial, commercial and residential markets.

Trojan System UV3000Plus™ Standard Specification
Alamosa Replacement

ULTRAVIOLET DISINFECTION EQUIPMENT

1.0 GENERAL

1.1 DESCRIPTION

A. Scope:

Furnish all labor, materials, equipment and appurtenances required to provide an open channel, gravity flow, low pressure high intensity ultraviolet lamp (UV) disinfection system complete with an automatic mechanical/chemical cleaning system and variable output electronic ballasts. The UV system to be complete and operational with all control equipment and accessories as shown and specified herein. This system will be capable of disinfecting effluent to meet the water quality standards listed in this section.

The ultraviolet disinfection system will be purchased from Trojan Technologies by the Contractor. The system to be installed by the Contractor and tested and commissioned by Trojan Technologies, as specified in this section. The Owner will consider alternates if all requirements of this specification are met without exception including Pre-qualification Requirements in section 1.2 Quality Assurance.

B. Related Work Specified Elsewhere:

1. Section ____ : Installed Concrete
2. Section ____ : Anchor Bolts, Expansion Anchors and Concrete Inserts
3. Section ____ : Electrical
4. Section ____ : Grating
5. Section ____ : Sluice Gates

1.2 QUALITY ASSURANCE

A. Pre-qualification Requirements: Any alternate UV manufacturer that is not named or listed as approved equal must submit the following 15 days prior to bid to be considered for approval:

1. To be considered, the manufacturer will be regularly engaged in the manufacture of UV systems with a proven track record of at least two hundred (200) operating installations of the proposed UV system.
2. The manufacturer will provide documentation of previous experience with municipal UV disinfection systems in wastewater applications with variable output electronic ballasts.
3. Pre-qualification submittals from manufacturers will include a complete and detailed proposal of equipment offered, including the number of lamps proposed and a detailed description of any exceptions taken to the specification.
4. To be considered, the manufacturer will submit a bioassay evaluation for the proposed reactor, without exception. The bioassay will have been completed by an independent third party and have followed protocols described in the NWRI Ultraviolet Disinfection Guidelines for Drinking Water and Water Reuse (May 2003) and/or applicable sections of the US EPA Design Manual – Municipal Wastewater Disinfection (EPA/625/1-86/021). The bioassay must demonstrate that the proposed UV system design and number of lamps will deliver the specified dose.
5. Independent certification of fouling factor and lamp aging factor must be submitted if values other than the specified default values are being proposed.

6. Documentation of UV manufacturer's service capabilities including location and experience.
7. Sample disinfection performance guarantee including scope and duration of guarantee.
8. All UV manufacturers will be required to pre-qualify, unless the manufacturer is the base bid manufacturer.

B. Design Criteria:

1. Provide equipment that will disinfect effluent with the following characteristics:
 - a) Current Peak Flow: 4.75 MGD(US)
 - b) Future Peak Flow: 0 MGD(US)
 - c) Minimum Flow: 1 MGD(US)
 - d) Total Suspended Solids: 30 mg/l (30 Day Average, grab sample)
 - e) Effluent Temperature Range: 33 to 85 °F (1 to 30 °C)
 - f) Ultraviolet Transmittance @ 253.7 nm: 65 %, minimum
 - g) Maximum Mean Particle Size: 30 microns
 - h) Effluent standards to be achieved: 6 000 /100 ml based on a 30 day Geometric Mean of daily samples for the effluent standard as specified in a) through g). Effluent standards will be guaranteed regardless of influent count to UV system.
2. The UV system is to be installed in 1 open channel(s) having the following dimensions:
 - a) Length: 25 ft 4 in
 - b) Width: 16 in
 - c) Depth: 48 in
3. The effluent depth in the channel will be
4. System configuration:
 - a) The UV system must fit within the UV channel as stated without modification.
 - b) The UV system configuration will be as follows:
 - Number of Channels: 1
 - Number of Banks per Channel: 2
 - Number of UV Modules per Bank: 4
 - Number of Lamps per UV Module: 6
 - Total Number of Lamps in the UV System: 48
 - Number of System Controllers: 1
 - Number of UV Detection Systems: 2
 - Number of Power Distribution Centers: 2
 - Number of Level Controllers: 1

C. Performance Requirements:

The ultraviolet disinfection system will produce an effluent conforming to the following discharge permit: 6 000 Fecal Coliform/100 ml, based on a 30 day Geometric Mean. Grab samples will be taken in accordance with the Microbiology Sampling Techniques found in *Standard Methods for the Examination of Water and Wastewater, 19th Ed*

1. Provide a UV disinfection system complete with UV Banks, System Control Center, Power Distribution Center(s), Support Racks(s) and Level Controller(s) as shown on the contract drawings and as herein specified.

The UV system will be designed to deliver a minimum UV dose of 30 mJ/cm² at peak flow, in effluent with a UV Transmission of 65 % at end of lamp life (EOLL) after reductions for quartz sleeve fouling. The basis for evaluating the UV dose delivered by the UV system will be the independent third party bioassay, without exception. Bioassay validation methodology to follow protocols described in NWRI *Ultraviolet Disinfection Guidelines for Drinking Water and Water Reuse* (May 2003) and/or applicable sections of the US EPA Design Manual – Municipal Wastewater Disinfection (EPA/625/1-86/021).

2. The UV Dose will be adjusted using an end of lamp life factor of 0.5 to compensate for lamp output reduction over the time period corresponding to the manufacturer's lamp warranty. The use of a higher lamp aging factor will be considered only upon review and approval of independent third party verified data that has been collected and analysed in accordance with protocols described in NWRI *Ultraviolet Disinfection Guidelines for Drinking Water and Water Reuse* (May 2003).
3. The UV Dose will be adjusted using a quartz sleeve fouling factor of 0.8 when sizing the UV system in order to compensate for attenuation of the minimum dose due to sleeve fouling during operation. The use of a higher quartz sleeve fouling factor will be considered only upon review and approval of independently verified data that has been collected and analysed in accordance with protocols described in NWRI *Ultraviolet Disinfection Guidelines for Drinking Water and Water Reuse* (May 2003).
4. Independent Validation for use of higher factors (lamp aging and sleeve fouling) must be submitted to the Engineer a minimum of fifteen (15) days prior to bid.
5. The system will be able to continue providing disinfection while replacing UV lamps, quartz sleeves, ballasts and while cleaning the UV lamp sleeves.
6. The system will be designed for complete outdoor installation.

1.3 SUBMITTALS

A. Submit for review, shop drawings showing the following:

1. Complete description in sufficient detail to permit an item comparison with the specification.
2. Dimensions and installation requirements.
3. Descriptive information including catalogue cuts and manufacturers' specifications for major components.
4. Electrical schematics and layouts.
5. Hydraulic calculations demonstrating compliance with the required hydraulic characteristics.
6. Independent bioassay validation and dosage calculations demonstrating compliance with the specified dose requirements.
7. Disinfection performance guarantee.

1.4 GUARANTEE

A. Equipment:

The equipment furnished under this section will be free of defects in material and workmanship, including damages that may be incurred during shipping for a period of 12 months from date of start-up or 18 months after shipment, which ever comes first.

B. UV Lamps:

The UV lamps to be warranted for a minimum of 12,000 hours when operated in automatic mode, prorated after 9,000 hours. On/off cycles are limited to four (4) per day.

C. Ballasts to be warranted for 5 years, prorated after 1 year.

2.0 PRODUCTS

2.1 MANUFACTURER

- A. The physical layout of the system shown on the contract drawings and the equipment specified herein are based upon the UV3000Plus™ System, as manufactured by Trojan Technologies, London, Ontario, Canada.
- B. If other equipment is proposed, the Contractor will demonstrate to the Engineer and the Owner that all requirements of materials, performance, and workmanship have been met or exceeded by the equipment proposed. Contractors proposing alternate manufacturers will be responsible for all costs associated with system evaluation and redesign including all electrical, mechanical and civil aspects of the installation.

2.2 DESIGN, CONSTRUCTION AND MATERIALS

- A. General:
 - 1. All module welded metal components in contact with effluent will be Type 316 stainless steel.
 - 2. All metal components above the effluent will be Type 304 stainless steel with the exception of the ballast enclosure, which is constructed of anodised aluminium.
 - 3. All wiring exposed to UV light will be Teflon™ coated.
 - 4. All wires connecting the lamps to the ballasts will be enclosed inside the frame of the UV Module and not exposed to the effluent. To be considered as an alternate, wires that are exposed to the effluent will be warranted for 15 years and will be Teflon™ coated to prevent degradation under constant exposure to UV light.
- B. Lamp Array Configuration:
 - 1. The lamp array configuration will be the uniform array with all lamps parallel to each other and to the flow.
 - 2. The system will be designed for complete immersion of the UV lamps including both electrodes and the full length of the lamp tube in the effluent.
- C. UV Module:
 - 1. Each UV module will consist of UV lamps with an electronic ballast enclosure mounted on a Type 316 stainless steel frame. To be considered as an alternate, ballasts housed in a separate enclosure located external to the channel will be equipped with a suitable air conditioning system, supplied by the UV manufacturer, to maintain internal enclosure temperatures below 80°F (26°C). No forced air ventilation will be allowed.
 - 2. Each lamp will be enclosed in its individual quartz sleeve, one end of which will be closed and the other end sealed by a lamp end seal. To be considered as an alternate, lamp quartz sleeves that are open at both ends will be supplied with twice the amount of specified spare seals and lamps.
 - 3. The closed end of the quartz sleeve will be held in place by means of a retaining O-ring. The quartz sleeve will not come in contact with any steel in the frame.
 - 4. The ends of the lamp sleeve will not protrude beyond the stainless steel frame of the UV Module.
 - 5. Lamp wires will terminate in the electronic ballast enclosure located at the top of the UV Module.
 - 6. All lamp to ballast connections will be made by and tested by the UV Manufacturer.
 - 7. The electronic ballast enclosure will contain the electronic ballasts and addressable lamp status monitoring systems.
 - 8. Each UV Module will be connected to a receptacle on the Power Distribution Center.

9. At the point of exit from the UV Module frame the multi conductor cable will pass through a waterproof strain relief.
10. Each UV module will have a rating of Type 6P.

D. UV Lamps:

1. Lamps will be high intensity low pressure amalgam design. The lamp will be preheated to promote longevity. Lamps that are not amalgam or that are based on driving a low pressure lamp at amperages greater than 500 milliamps will not be allowed.
2. The filament will be of the clamped design, significantly rugged to withstand shock and vibration.
3. Electrical connections will be at one end of the lamp and have four pins, dielectrically tested for 2,000 Vrms. Lamps that do not have 4 pins will be considered instant start. To be considered as an alternate, instant start lamp systems will supply replacement spare lamps equal to 50% of the total number of lamps in the system.
4. Lamps will be operated by electronic ballasts with variable output settings.

E. Lamp End Seal and Lamp Holder:

1. The open end of the lamp sleeve will be sealed by means of a sleeve nut which threads onto a sleeve cup and compresses the sleeve O-ring.
2. The sleeve nut will have a knurled surface to allow a handgrip for tightening. The sleeve nut will not require any tools for removal.
3. The lamp will be held in place by means of a moulded lamp holder that will incorporate two seals. The lamp holder will incorporate a double seal against the inside of the quartz sleeve to act in series with the external O-ring seal.
4. The second seal on the lamp holder will isolate and seal the lamp from the module frame and all other lamps in the module.
5. In the event of a quartz sleeve fracture the two seals of the lamp holder will prevent moisture from entering the lamp module frame and the electrical connections to the other lamps in the module.
6. The lamp holder will also incorporate a UV resistant PVC moulded stop that will prevent the lamp sleeve from touching the steel sleeve cup.

F. UV Lamp Quartz Sleeves:

1. Type 214 clear fused quartz circular tubing as manufactured by General Electric or equal.
2. Lamp sleeves will be domed at one end.
3. The nominal wall thickness will be 1.5 mm.

G. UV Module Support Rack:

1. The UV module support rack will be minimum Type 304 stainless steel and be mounted above the effluent in the channel allowing adjustment to the precise height of the channel.

H. Effluent Level Controller:

1. Automatic Level Controller
 - a) Located at the discharge end of the UV channel.
 - b) Designed to maintain a minimum effluent level, within minimal variations as required to keep lamps submerged.
 - c) Constructed of Type 304 stainless steel, and other non-corroding materials. Counterweights to be constructed of galvanized mild steel.

I. Low Water Level Sensor:

1. One low water level sensor will be provided by the UV Manufacturer for each UV channel.
2. During manual, automatic and remote modes of system operation, the water level sensor will ensure that lamps extinguish automatically if the water level in the channel drops below an acceptable level.
3. The low water level sensor will be powered by the Power Distribution Center.

J. Electrical:

1. Each UV module within a bank will be powered from the bank's dedicated Power Distribution Center.
2. UV manufacturer to supply all cabling and conduit between lamps and ballasts.
3. UV manufacturer to perform all terminations between lamps and ballasts.
4. Each electronic ballast within a UV module will operate two lamps.
5. Power factor will not be less than 98% leading or lagging.
6. Electrical supply to each Power Distribution Center will be 208V / 60Hz, or 480V / 60 Hz., 3 phase, 4 wire, plus ground, 8 kVA.
7. Electrical supply to the Hydraulic System Center will be 208V / 60Hz or 480V / 60 Hz, 3 phase, 4 wire, plus ground, 2.5 kVA.
8. Electrical supply for the water level sensor will be provided by the PDC and be 12 Volt DC.
9. Electrical supply to the System Control Center will be 110-240V 1 Ph, 2 Wire + Gnd, 50/60 Hz, 1500 VA.

Note to Specifier: The UV System electrical panels are not provided with electrical disconnects. Each electrical power supply should be provided with a separate disconnect to be supplied under the electrical contract.

K. Power Distribution Center:

1. Power distribution will be through environmentally sealed receptacles on the PDCs to allow for local connection of UV modules.
2. Data concentration will be through integrated circuit boards located inside the Power Distribution Center.
3. PDC enclosure material will be Type 304 Stainless Steel - Type 4X (IP66).
4. All internal components will be sealed from the environment.
5. All Power Distribution Centers to be UL listed and UL listed to Canadian safety standards or equivalent with a rating of Type 4X.
6. One separate sealed Power Distribution Center will be provided per bank of lamps.

To be considered as an alternative, systems that have ballasts mounted in cabinets, the UV manufacturer will provide one complete cabinet for each bank of lamps, to ensure that each bank is electrically isolated for safety during maintenance and to provide redundancy under average flow conditions.

L. Control and Instrumentation:

1. System Control Center (SCC):

- a) The operation of the UV3000Plus™ is managed at the SCC by a Touch Smart based controller which continuously monitors and controls the system functions

- b) The operator interface display screen will be menu driven with automatic fault message windows appearing upon alarm conditions. Operator Interface will be Touch Smart (7") Colour
- c) Alarms will be provided to indicate to plant operators that maintenance attention is required or to indicate an extreme alarm condition in which the disinfection performance may be jeopardized. The alarms will include but not be limited to:
 - i) Lamp Failure
 - ii) Multiple Lamp Failure
 - iii) Low UV Intensity
 - iv) Module Communication Alarm
- d) The 100 most recent alarms will be recorded in an alarm history register and displayed when prompted.
- e) Bank status will be capable of being placed either in Manual, Off or Auto mode.
- f) Elapsed time of each bank will be recorded and displayed on the display screen when prompted.
- g) Modbus Ethernet serial communication link to the plant SCADA system will be provided
- g) Optional: Digital I/O modules will be provided to remotely indicate status and alarms such as:
 - i) Alarm conditions (major, critical)
 - ii) Bank Status (one for each UV bank supplied)

M. UV Detection System:

- 1. A submersible UV sensor will continuously monitor the UV intensity produced in each bank of UV lamps.
- 2. The sensor will measure only the germicidal portion of the light emitted by the UV lamps. The detection system will be factory calibrated. Detection systems that can be field calibrated will not be permitted.

N. Dose-Pacing:

- 1. A dose-pacing system will be supplied to modulate the lamp UV output in relationship to a 4-20 mA DC signal from an effluent flow meter (by Others).
- 2. The system to be dose-paced such that as the flow and effluent quality change, the design UV dose is delivered while conserving power.
- 3. The dose-pacing system will allow the operator to vary the design dose setting. Logic and time delays will be provided to regulate UV bank ON/OFF cycling.

O. Hydraulic System Center (HSC):

- 1. One (1) HSC will be supplied to house all components required to operate the automatic cleaning system.
- 2. Enclosure material of construction will be Type 304 Stainless Steel - Type 4X (IP66) (S).
- 3. The HSC will contain a hydraulic pump complete with integral 4-way valve and fluid.

P. Cleaning System:

- 1. An automatic cleaning system will be provided to clean the quartz sleeves using both mechanical and chemical methods. Wiping sequence will be automatically initiated with capability for manual override.

2. The cleaning system will be fully operational while UV lamps and modules are submerged in the effluent channel and energized.
3. Cleaning cycle intervals to be field adjustable.
4. Remote Manual and Remote Auto cleaning control options will be provided.
5. The cleaning system will be provided with the required solutions necessary for initial equipment testing and for equipment start-up.

To be considered as an alternate, systems that use only mechanical wiping must have the ability to periodically be cleaned out of channel using a chemical bath. Out of channel cleaning will include lifting slings, removable banks, cleaning tanks, agitation system and air compressors, as required. The UV manufacturer will be responsible for supplying all equipment including any equipment not specifically listed required to perform out of channel chemical cleaning. Contactor will be responsible for installation.

Q. Module Lifting Device: **(Optional)**

1. One Davit crane, base and lifting sling will be supplied to assist in removing individual modules from the effluent channel.
2. Lifting device will be a crane with hand winch and will include an adjustable boom to ensure adequate reach and height.
3. Lifting device to include a swivel handle for rotation and positioning.
4. Crane and base will be supplied by the Manufacturer and will be installed by the Contractor.

Note to Specifier: If the plant wishes to manually sample the UV Transmission of the effluent, a Photometer should be specified.

R. Photometer: **(Optional)**

1. A single beam UV photometer with front panel and 100% transmittance control adjustment will be supplied to measure the UV transmittance of effluent.
2. The range will be 0 - 100% transmittance with a wavelength accuracy monitoring ± 0.16 half band width.

Note to Specifier: The below channel reduction baffles can be specified or alternately the contractor can also reform and pour the channel to the correct width)

S. Channel Reduction Baffle **(Optional)**

1. Channel reduction baffles are required to reduce the current channel width of 36" to 24".
2. One 12" wide 304SS baffle will be supplied per bank
3. The installation contractor is responsible for locating, fastening, and sealing the baffles in the channel per the installation instructions.

T. Spare Parts:

The following spare parts and safety equipment to be supplied.

1. 6 UV Lamps
2. 6 Quartz Sleeves
3. 6 Lamp Holder Seals
4. 2 Ballasts
5. 6 Wiper seals
6. 1 Gal Acti-clean cleaning solution

7. 1 Operators kit including face shield, gloves and cleaning solution.

3.0 EXECUTION

3.1 INSTALLATION

In accordance with contract drawings, manufacturers' shop drawings and instructions.

3.2 MANUFACTURER'S SERVICES

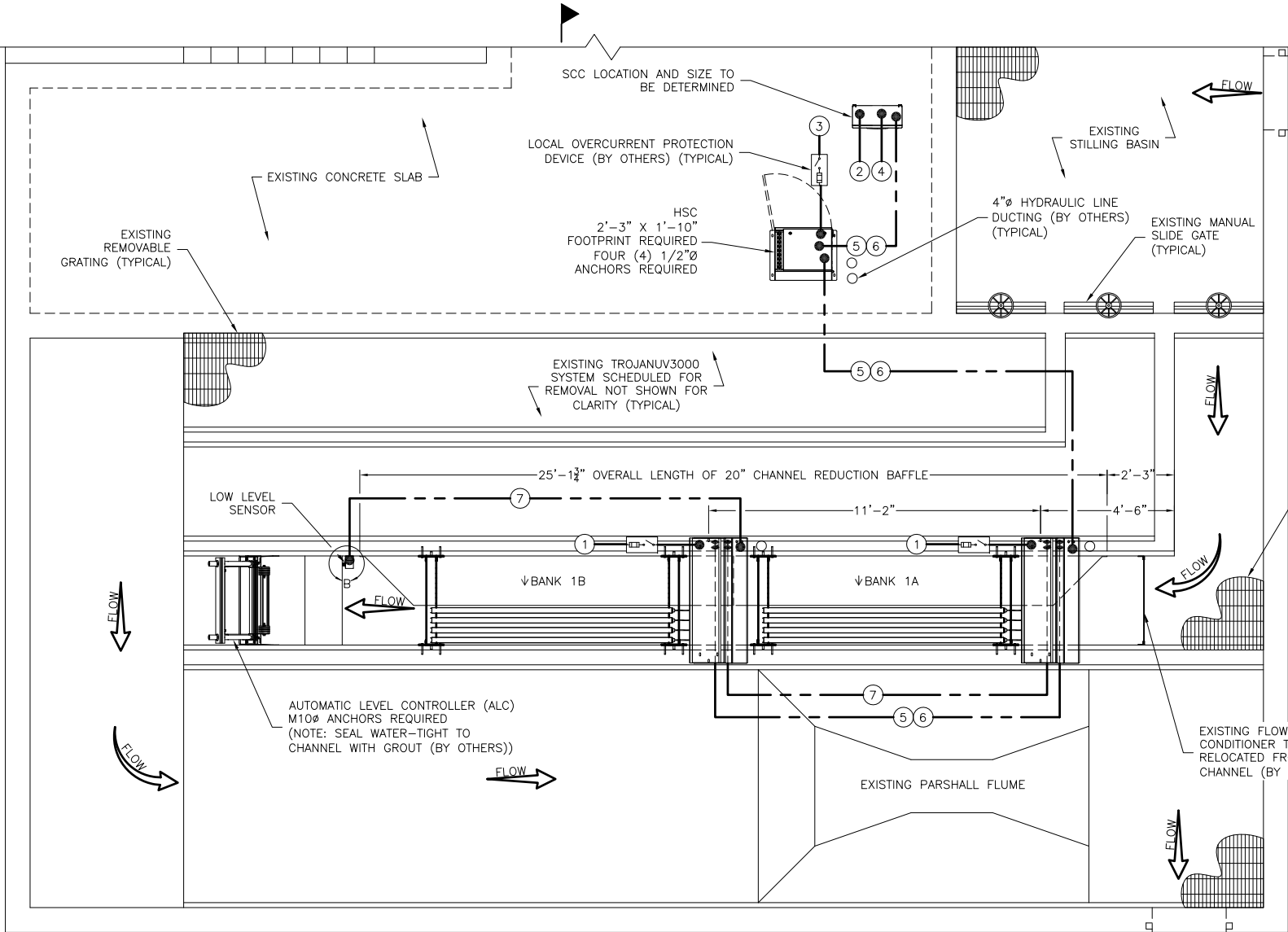
- A. Installation assistance and certification: As required for proper installation prior to start up.
- B. Start-up and field testing: 2 full days on site, including all travel expenses.
- C. Operator Training: 1 full day on site.
- D. Warranty Service: As required during the warranty period.

TROJAN UV3000 PLUS™
EQUIPMENT INTERCONNECTIONS

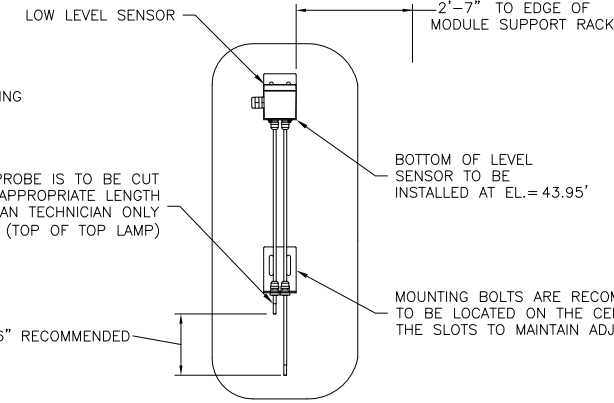
No.	DESCRIPTION	FROM	TO
1	POWER DISTRIBUTION CENTER (PDC) POWER SUPPLY 208Y/120V, 3 PHASE, 4 WIRE + GROUND 6.2 kVA/PDC POWER DRAW 19.2 AMPS MAXIMUM CURRENT/PHASE	DISTRIBUTION PANEL (DP) (BY OTHERS) (NOT SHOWN)	PDC
2	SYSTEM CONTROL CENTER (SCC) "TOUCH SMART" POWER SUPPLY 110-240V, 1 PHASE, 2 WIRE + GROUND 1.36-0.625 AMPS, 0.15 kVA	DISTRIBUTION PANEL (DP) (BY OTHERS) (NOT SHOWN)	SCC
3	HYDRAULIC SYSTEMS CENTER (HSC) POWER SUPPLY 208V, 3 PHASE, 3 WIRE + GROUND, 2.5 kVA	DISTRIBUTION PANEL (DP) (BY OTHERS) (NOT SHOWN)	HSC
4	FLOW METER 4-20 mA, DC ANALOG INPUT (BY OTHERS)	FLOW METER PANEL (NOT SHOWN) (BY OTHERS)	SCC
5	GROUND LINK 14 AWG TYPE TWH STRANDED	SCC	PDC(s) THRU HSC (DAISY CHAINED)
6	MODBUS 1 SHIELDED TWISTED PAIR	SCC	PDC(s) THRU HSC (DAISY CHAINED)
7	DISCRETE LOW LEVEL SIGNAL 12 VDC 2 CONDUCTORS	LOW LEVEL SENSOR	PDC(s) (DAISY CHAINED)

- NOTES:
- : DO NOT SLOPE CHANNEL FLOOR.
 - : CHANNEL WIDTH & DEPTH MUST BE KEPT WITHIN A TOLERANCE OF + OR - ¼".
 - : ANCHOR BOLTS ARE NOT SUPPLIED BY TROJAN TECHNOLOGIES.
 - : SYSTEM CONDUIT, WIRING, DISTRIBUTION PANELS & INTERCONNECTIONS BY OTHERS.
 - : ELECTRICAL REQUIREMENTS SHOWN ARE TO SUPPLY TROJAN UV EQUIPMENT ONLY.
 - : ELECTRICAL INRUSH FACTOR TO BE ADDED AS PER LOCAL CODE.
 - : REMOVABLE GRATING SECTIONS SHALL BE EASILY REMOVED BY ONE PERSON. MAXIMUM WEIGHT OF THE SECTIONS SHALL BE IN ACCORDANCE WITH REQUIREMENTS OF THE APPLICABLE JURISDICTION.
 - : CONTRACTOR TO REVIEW ALL TROJAN TECHNOLOGIES INSTALLATION INSTRUCTIONS PRIOR TO EQUIPMENT INSTALLATION.
 - : EFFLUENT LEVELS SHOWN REFLECT HYDRAULICS ASSOCIATED WITH TROJAN EQUIPMENT ONLY. EFFLUENT LEVELS MAY BE ALTERED DUE TO CHANNEL DEBRIS OR GEOMETRY.
 - : GRATING IMMEDIATELY ABOVE UV MODULES TO BE OPEN TYPE (EG. PERFORATED) TO ALLOW ADEQUATE COOLING OF THE UV MODULES.
 - : CONDUIT RUN BETWEEN HSC AND PDC(s) IS 45" MAXIMUM.
 - : HSC HYDRAULIC ENTRANCE(S) NOT BE MORE THAN 1'-0" BELOW PDC MOUNTING ELEVATION TO PREVENT HSC PUMP FLOODING.
 - : TOLERANCE AT ALC IS CHANNEL WIDTH +1".
 - : SITE TO PROVIDE APPROVED (ENGINEERED) ANCHOR POINTS FOR PERSONNEL TO USE AS PART OF THEIR FALL RESTRAINT SYSTEM AROUND OPEN CHANNELS. THE ANCHOR POINTS MUST BE POSITIONED SO THAT THE PREFERRED RETRACTABLE LIFELINE OF 8 FEET IS OF SUFFICIENT LENGTH TO ACCESS THE WORK AT THE CHANNEL.

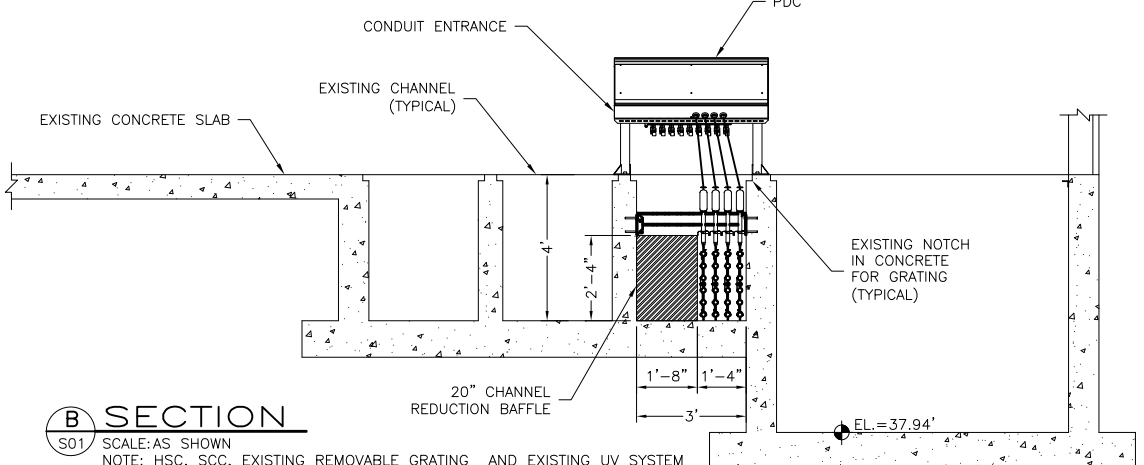
DEVIATIONS:
: UPSTREAM WL IS 43.13' NOT 43.09' AS PER CONTRACT DRAWING FIGURE 2-1: HYDRAULIC PROFILE.



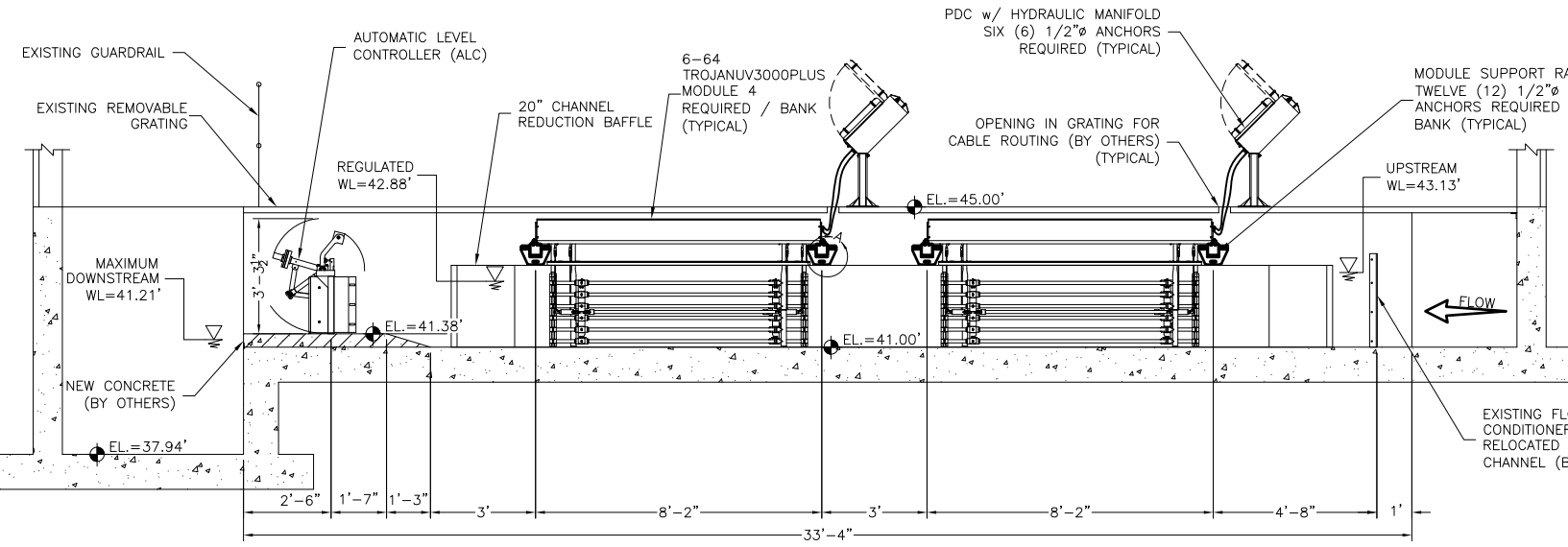
PLAN VIEW
SCALE: AS SHOWN



DETAIL A
SCALE: NOT TO SCALE



DETAIL B
SCALE: NOT TO SCALE



SECTION A
SCALE: AS SHOWN
NOTE: EXISTING TROJANUV3000 EQUIPMENT BEYOND NOT SHOWN FOR CLARITY.

PRELIMINARY, NOT FOR CONSTRUCTION
VERIFY DIMENSIONS BEFORE COMMENCING CIVIL OR DESIGN WORK

DESIGN CRITERIA	PEAK FLOW	4.75 MGD
	U.V. TRANSMITTANCE AT 253.7 nm	65 %
	SUSPENDED SOLIDS	30 mg/L (30 DAY AVERAGE)
	DISINFECTION STANDARD	6000 FC/100mL (30 DAY GEO. MEAN)

TROJAN UV
CONFIDENTIALITY NOTICE
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DESCRIPTION: LAYOUT, TROJANUV3000PLUS ALAMOSA REPLACEMENT CO		QUOTE NO. 211826	
DRAWN BY : MC	DATE : 17FE21	PROJECT NO. N/A	
CHECKED BY : AMP	DATE : 17FE27	DWG NO. S01	
APPROVED BY : GK	DATE : 17FE27	REV. A	
SCALE (11x17) : 3/16"=1'-0"		LOG NUMBER : N/A	

UV System Comparison				
System	Purchase Price	Estimated Twenty Year Electrical Cost	Advantages	Disadvantages
<i>Trojan UV 3000 Plus</i>	\$189,300	\$223,998	Good reputation in Colorado. Fewer total number of lamps. Small system power draw.	Ballasts located atop module. Chemical for wiper system is corrosive. Overall system cost.
<i>CalgonCarbon C3500D</i>	\$245,000	\$537,595	Fewer total number of lamps. Bank redundancy. Non-chemical wiper system.	Largest power draw of all systems. Limited spare part kit included. Highest overall system cost.
<i>Glasco GLOW-6000</i>	\$135,000	\$287,464	Small system power draw. Fewer number of lamps. Low upfront capital cost.	Limited reputation in Colorado. Slow response time for design and operational questions.
<i>Wedeco TAK Smart</i>	\$102,000	\$373,330	Fewer total number of lamps. Low upfront capital cost. Ballast included inside cabinet.	Larger power draw than other systems. Gouging of the channel walls and bottom required.
<i>Neotec UV System</i>	\$151,800	\$382,663	Ballast located inside cabinet. Non-chemical wiper system. No proprietary circuit boards.	Manufactured in South Korea. Higher number of lamps. No spare part kit included.

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Award of bid to Alcon Construction for the construction of the Ice Rink/Multi-Purpose Facility.

Recommended Action:

That Council award the base bid in the amount of \$2,118,600 and add alternates 1, and 2, for a total award of \$2,560,907 (option 2 below).

Background:

After a competitive bid process the City of Alamosa received one bid for the construction of the Ice Rink/Multi-Purpose Facility from Alamosa based Alcon Construction. The original base bid amount was \$2,354,800 with an additional \$488,307 for add alternates 1 and 2 (bathrooms and locker rooms). After multiple discussions with the lone bidder, Alcon Construction, the bid has been value engineered down to a base of \$2,118,600 and \$442,307 for add alternates 1 and 2, representing a cost savings of \$282,200 over the initial bid. The full design includes a full sized rink, chiller suitable for a 5 month ice season, five individual locker rooms, two bathrooms, a rental and concession counter, and mechanical and Zamboni rooms. Should Council wish to award Option 3 below, staff would recommend that approval come with the caveat that continued discussions with Alcon occur to value engineer the design lower.

Should Council approve the staff recommendation as presented, the facility will be built without the rental and concession counters but one of the five locker rooms would be re-purposed to serve as the skate rental and maintenance room.

As a reminder, the proposal to build a new Ice Rink/Multi-Purpose Facility came from a lengthy public process. The currently failing ice rink facility prompted users and City Staff to evaluate the options of the existing recreational programming which included further enhancements to the existing rink, construction of a new rink, or elimination of ice rink programming entirely. Multiple public meetings were held with both the Recreation Board and City Council. While the scope of the project has seen significant change, the goal of the project has not changed; which is to create a facility that will enable users of an ice rink to have a reliable season. The Recreation Board and City Council also added the value of the multi-purpose facility to the project to further enhance the usability and return on investment.

The funding for the project is through a combination of grants and financing. The City and its partners have been successful in securing \$610,000 in grants to support the construction of the Ice Rink/Multi-Purpose Facility. Additionally, \$22,000 has been raised locally from 14 sponsors. The annual economic impact of hosting 2 regular hockey tournaments is estimated at \$381,115. This impact would be in the middle of winter when many local businesses struggle.

Issue Before the Council:

Does Council wish to award the project to Alcon Construction, the only bidder, in the amount of \$2,560,907?

Alternatives:

Council may award the contract for the base bid of \$2,118,600, award the contract with one or several of the add alternates, or reject the bid and provide further direction to staff.

Fiscal Impact:

Option 1 - Base Bid Only

Total Project Cost - 2,448,100
Alcon Award Amount - \$2,118,600
Amount Financed - \$1,816,100

Option 2 - Base Bid Plus Alternates 1 & 2 (bathrooms and locker rooms)

Total Project Cost - \$2,890,407
Alcon Award Amount - \$2,560,907
Amount Financed - \$2,258,407

Option 3 - Option 2 Plus Alternate 3 (skate rental & concession)

Total Project Cost - \$3,222,925
Alcon Award Amount - \$2,893,425
Amount Financed - \$2,590,925

A review of the anticipated cash flow over a 20-year period indicates that the Recreation Fund and Conservation Trust Fund can support the financing. However, if Council continues in the previously communicated direction of providing financial match for the Inspire Grant that will improve the river corridor and trails, there will be a few years in which the fund balance will not be enough. In that instance, staff would recommend that Council allow the General Fund to forego the annual payment for the Library portion of City Hall to be repaid within a reasonable amount of time. This of course would only occur if needed.

Legal Opinion:

The City Attorney will be present for questions.

Conclusion:

If Council awards the construction bid, the goal would be to have the facility operational by December 31st.

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Resolution 13-2017 in support of the installation of an Adams State University monument sign, celebrating the University and its achievements, on City property in a City gateway adjacent to U.S. Highway 160; and authorizing execution of an encroachment permit for the sign

Recommended Action:

Staff recommends that Council approve Resolution 13-2017 supporting the installation of an Adams State University monument sign on City Property adjacent to U.S. Highway 160 and authorize the execution of an encroachment permit for the sign.

Background:

For almost a year, several community service groups and Adams State University have been exploring the option of placing a sign that highlights the accomplishments of the ASU running program. Those discussions have included recognizing those involved in the program, past and present, and drawing attention to the accomplishments. Funds were raised and the sign has been built. City staff have discussed different locations with ASU representatives and the proposed site is ideal to capture the most visibility. ASU has received permission from CDOT for the placement of the sign pending City Council approval of the resolution.

Issue Before the Council:

Does Council wish to support the installation of an Adams State University monument sign and execution of an encroachment permit?

Alternatives:

City Council can approve the resolution and encroachment permit as permitted or provide further direction to staff.

Fiscal Impact:

none

Legal Opinion:

The City Attorney will be present for any questions.

Conclusion:

This is the final step is a somewhat long process to place a sign recognizing the accomplishments of Adams State University's running program.

ATTACHMENTS:

Description	Type
▣ Resolution 13-2017	Backup Material
▣ Revocable Encroachment Permit	Backup Material
▣ ASU Monument Sign Location	Backup Material

▣ Monument Sign

Backup Material

RESOLUTION No. 13-2017

A RESOLUTION IN SUPPORT OF THE INSTALLATION OF AN ADAMS STATE UNIVERSITY MONUMENT SIGN, CELEBRATING THE UNIVERSITY AND ITS ACHIEVEMENTS, ON CITY PROPERTY IN A CITY GATEWAY ADJACENT TO U.S. HIGHWAY 160; AND AUTHORIZING EXECUTION OF AN ENCROACHMENT PERMIT FOR THE SIGN

WHEREAS, the Colorado Outdoor Advertising Act, C.R.S. 43-1-401 et. seq., and the regulations duly enacted thereunder, have provided for the installation of official advertising devices in areas adjacent to primary and secondary highways by a governmental entity for a public purpose authorized by law; and

WHEREAS, the City Council of the City of Alamosa has authorized, and hereby officially supports, the installation of an Adams State University monument sign celebrating the University and its achievements on City property and adjacent U.S. Highway 160 at the location depicted on attached Exhibit A, which location is within the city limits of the City of Alamosa, Colorado; and

WHEREAS, the monument sign addressed by this resolution will be the property of Adams State University, and will be purchased, installed, and maintained by Adams State University at the above designated location, at no cost to the City of Alamosa or the Colorado Department of Transportation; and

WHEREAS, the installation of said monument sign is intended to achieve the public purpose of increasing awareness of and illuminating the impact of the University and its national championships on the City and its residents.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALAMOSA, COLORADO that the City supports Adams State University's installation and maintenance of a monument sign on City owned property adjacent to U.S. Highway 160 for the purpose of increasing awareness of and illuminating the impact of the University and its national championships on the city and its residents, in accordance and compliance with the Colorado Outdoor Advertising Act and the regulations duly enacted thereunder and the encroachment permit issued by the City of Alamosa, and authorizes the execution of an encroachment permit for the sign.

ADOPTED this 7th day of June, 2017.

CITY OF ALAMOSA

Attest:

Josef P. Lucero, Mayor

Holly C. Martinez, City Clerk

CITY OF ALAMOSA

REVOCABLE ENCROACHMENT

PERMIT

I. APPLICANT INFORMATION

APPLICANT'S NAME AND/OR ORGANIZATION: Adams State University

APPLICANT'S ADDRESS: 208 Edgemont Blvd, Alamosa CO 81101

APPLICANT'S PHONE NUMBER: (719) 587-7011

ESTIMATED TIME TO COMPLETE PROJECT: _____

DESCRIBE TYPE OF ENCROACHMENT: Welcome sign

The encroachments owned and/or operated by Permittee are described on **Exhibit A** attached hereto and incorporated as part of this Permit (hereinafter the "Encroachments").

II. AGREEMENT AND GRANT OF REVOCABLE ENCROACHMENT PERMIT

The CITY OF ALAMOSA, COLORADO (hereinafter referred to as "City") hereby grants to the Applicant described above (hereinafter referred to as "Permittee") a revocable permit to utilize that portion of real property owned by the City of Alamosa described in **Exhibit B**, attached, in consideration of, and subject to the conditions set forth herein, as follows:

1. This Permit shall be valid for the installation, operation, and maintenance of all Encroachments as delineated on **Exhibit A**, and located as delineated on **Exhibit B**, attached hereto and incorporated herein by this reference.
2. No Encroachments shall be conducted on City property outside of those areas specifically described in **Exhibit B**, without an additional approved permit for each installation site.
3. The Public Works Director or his designee is designated as the Representative of the City for the purpose of administering this Permit.
4. In the case of any maintenance, all disturbed surface and sub-surface area shall be restored to its prior condition.
 - a. No cleated or tracked equipment shall work on any pavement without mats or other appliances adequate to prevent damage to such surfaces.
 - b. Signs and barricades and other safety devices or provisions shall be provided by the Permittee, and comply with the Manual of Uniform Traffic Control Devices, as amended.
 - c. The City shall have access to the work site at all times to inspect the progress of the

work. The City may stop the work on account of violations of the terms of this Permit or to insure safety or traffic movement and require the surface and subsurface to be restored. No more than one half of a street may be blocked at one time without specific permission from the City.

5. To the extent permitted by applicable law, Permittee agrees to indemnify and hold harmless the City of Alamosa, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Permit, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Permittee, or any employee of the Permittee, or which arise out of any worker's compensation claim of any employee of the Permittee. The Permittee agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Permittee.
6. Permittee hereby release the City, its officers, employees, agents, servants and assigns, from any liability which might occur from the placing or use of such improvements, and from any damage which may occur to those improvements resulting from either the City's or any utility's use of City's real property as contemplated herein.
7. Permittee agrees to properly maintain and use the City controlled real property at all times in conformity with City ordinances and other applicable laws. Permittee shall keep the Encroachment in a safe and clean condition and allow no nuisance to be created by virtue of this Permit. Permittee shall be responsible to repair any damages to City property, street surfaces or improvements which result or are caused in any manner by the excavation, installation, operation or maintenance of Permittee's Encroachment.
8. In the event it is necessary to relocate improvement of the Permittee installed within City property, pursuant to this Permit, on account of the change of any street grade, realignment, expansion or relocation of any street, or other improvements to City property, or the operation, maintenance or upgrade of any City facility or utility, the Permittee shall, upon reasonable notice, relocate its facility or infrastructure permitted herein, to an alternate location approved by the City at the Permittee's sole expense. The City and Permittee shall work together in good faith to discuss any proposed relocation, including possible alternatives thereto, in an effort to accommodate the City's needs while minimizing Permittee's costs. However, the City retains final decision making authority on design and construction of city improvements.
9. In the event either party incurs any costs, including reasonable attorney's fees, enforcing any provision of this Permit, such party is entitled to recover such costs from the other.
10. Any breach of the conditions set forth in this Permit, or of the City Municipal Code or Regulations, may cause the revocation of the Permit.

11. By signing below, the Permittee agrees to comply with all terms and conditions of this Permit, and all other requirements as referenced within this Permit.
12. This Permit may be revoked by the City as set forth in the City Charter and Municipal Code; or for any uncured material violation of this Permit. In the event of a revocation of this permit, all property of the Permittee shall be removed from the City's real property within ninety (90) days of the receipt of such notice, or shall be considered abandoned. Removal of Permittee's property and the restoration of the City's real property to its pre-existing condition shall be at Permittee's expense. Notice of the revocation of this Permit shall be sent via certified mail, return receipt requested. The Permittee's receipt of the revocation shall be deemed to have occurred as of the date marked upon the return receipt. Notwithstanding the foregoing, prior to any final decision on revocation, Permittee may request in writing a hearing before the City Manager to argue against revocation, and the City Manager shall consider and review Permittee's position in good faith.
13. Permittee understands and agrees that the City may be required by law to revise this Permit and applicable regulations from time to time.
14. This Permit is not assignable or transferable except with the written consent of the City. Permittee shall not encumber City property with any security interest or other encumbrance whatsoever; however, this Permit shall not prevent Permittee from encumbering any of Permittee's personal property placed within City-owned rights-of-way.
15. The parties agree that they understand the terms and conditions of this Permit. Both parties hereby acknowledge that the undersigned have authority to sign for and bind their respective entities.

THIS PERMIT is hereby approved and agreed to, as evidenced by the signatures below, this _____ day of _____, 2017.

CITY OF ALAMOSA

ADAMS STATE UNIVERSITY

Heather Brooks, City Manager

_____, its _____

EXHIBIT "A"




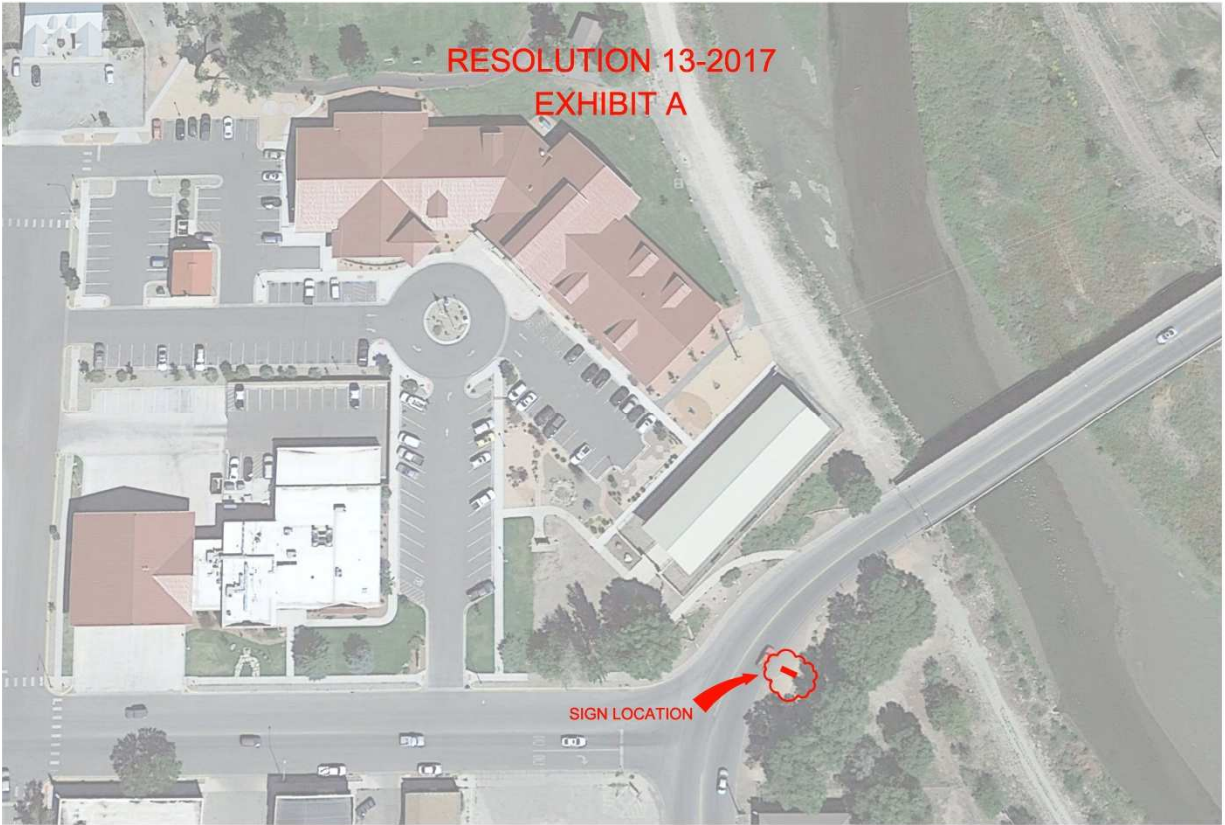
 CITY OF ADAMS 1000 N. MAIN ST. SUITE 100 ADAMS, CO. 80420 781.345.4321		
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EXHIBIT "B"



RESOLUTION 13-2017
EXHIBIT A

SIGN LOCATION





EXTREME  GRAPHICS

175.5 Broadway Ave. PO Box 761 extreme@gojade.org 719.589.0707 Alamosa, CO 81101
THIS DESIGN ENGINEERING PROPOSAL WILL REMAIN THE EXCLUSIVE PROPERTY OF EXTREME GRAPHICS UNTIL APPROVED AND ACCEPTED THUR PURCHASE BY CLIENT NAMED DIRECTLY ON DRAWING AND MAY NOT BE DUPLICATED BY OTHER PARTIES.

ADAMS STATE UNIVERSITY
ALAMOSA ENTRANCE MONUMENT SIGN

ORIGINAL DATE
04/12/16

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Consideration of request from Alamosa County to waive a total of \$28,500 in Plant Investment fees for the new Justice Center and expansion of the County Jail.

Recommended Action:

Staff recommends that Council consider the request from Alamosa County to waive the plant investment fee for the new Justice Center and expansion of the County Jail.

Background:

The City Council has waived the plant investment fee for the County for the following projects and costs:

<u>Water</u>		
Year	Project	Fee
2008	Building C Independence Way	\$ 5,000
2013	Food Bank	\$ 5,000
2015	Annex Building	\$ 5,000
<u>Sewer</u>		
Year	Project	Sewer
2008	Department of Human Services	\$ 1,000
2013	Food Bank	\$ 1,000
2015	Annex Building	\$ 1,250

The purpose and intent of our Plant Investment Fees are to generate sufficient revenues to support the infrastructure, maintenance, and operational costs associated with the operation of City operated utilities. These fees are charged in an effort to prevent established rate payers within our enterprise fund from being encumbered by the costs associated with the development of new services. Alamosa County is formally requesting fee relief from Plant Investment Fees associated with the construction of the new Justice Center and Jail expansion. Historically, staff has supported the practice of waiving tap fees if the developer hires a contractor to make the physical connection to our collection and distribution systems but has recommended denial of any request for Plant Investment fee waiver based on the philosophical notion that the cost associated with the plant investment fee will be spread over a larger number of people if paid by the County rather than being transferred to the smaller subset of residents represented by existing City of Alamosa rate payers.

Given that consideration, staff would once again recommend denial of the request and have the cost spread over the entire county population which is served by the facilities rather than just the city population. However, staff also understands that many times City Council must take multiple

items into consideration when hearing these types of requests beyond just those technical and financial issues evaluated by staff. Approval of this request would be in line with past Council action.

Issue Before the Council:

Does Council wish to waive the plant investment fees?

Alternatives:

Council can decide to waive the fee, waive a portion of the fee, or deny the request for a waiver.

Fiscal Impact:

Approval of this request as presented will result in a fiscal impact of \$28,500.

Legal Opinion:

The City Attorney will be present for any questions.

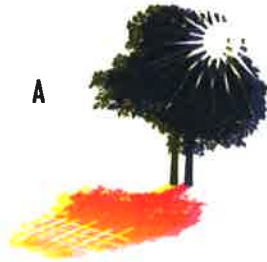
Conclusion:

Alamosa County is requesting a waiver of the plant investment fees for the new Justice Center and expansion of the County Jail.

ATTACHMENTS:

Description		Type
Letter		Backup Material

A L A M O S A C O U N T Y



June 1, 2017

Heather Brooks
City Manager
Alamosa, CO 81101

RE: City Council Meeting June 7, 2017

Heather,

I am requesting the County be on the agenda for June 7 for the purpose of requesting a waiver on the plant investment fees for the justice center and the addition on the detention center. We have submitted a check to the City for \$28,500.

The address at the detention center is 1350 17th St. and the justice center is 8955 Independence Way.

Larry Schreiner, Project Manager and I will be in attendance.

Thank you,

A handwritten signature in blue ink that reads "Gigi Dennis".

Gigi Dennis
County Administrator

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Permitted Use by Special Review, Request of Vertical Construction Management on behalf of Starbucks to allow outdoor dining in a commercial business district.

Recommended Action:

That Council approve the request of Vertical Construction Management on behalf of Starbucks for a Permitted Use by Special Review to allow outdoor dining in a Commercial Business District as per the unanimous recommendation of the Planning Commission.

Background:

Vertical Construction Management on behalf of Starbucks has requested consideration for a Permitted Use by Special Review to allow outdoor dining in a Commercial Business District. The proposed location for the activity will be near the northwest corner of the building on a patio that is removed from all site traffic and public sidewalks. This is a growing practice in cities across the nation and has been growing in popularity in Alamosa as it allows patrons to enjoy the few months of nice evening weather we have each year. This location allows dining where no impact to pedestrian activity is anticipated.

Issue Before the Council:

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

Alternatives:

Council may approve the request as presented, approve with conditions, or choose to deny the request with or without referral to the Planning Commission.

Fiscal Impact:

No significant fiscal impact is anticipated

Legal Opinion:

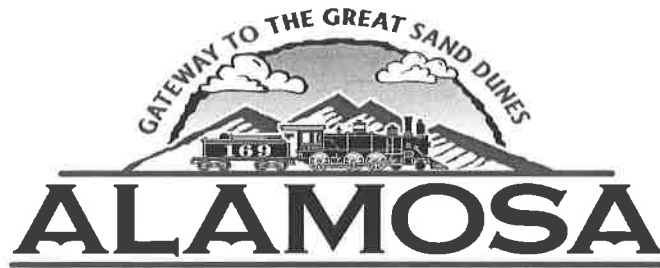
The City Attorney will be present for questions.

Conclusion:

This type of use can be beneficial for our commercial business areas by adding life and vitality, but can also be detrimental if misused. This location leaves existing sidewalks open and free for pedestrian and ADA access.

ATTACHMENTS:

Description	Type
 Background	Backup Material



MEMO

To: Planning Commission Members
From: Pat Steenburg, Public Works Director
Subject: Request of Vertical Construction Management on behalf of Starbucks for a Permitted Use by Special Review to allow outdoor dining in a Commercial Business District.
Date: May 19, 2017

I have reviewed the request of Vertical Construction Management for a Permitted Use by Special Review to allow outdoor dining in a Commercial Business District and recommend that it be approved. This is common practice within the city's commercial business areas and allows patrons to take advantage of our few months of warm weather. The dining area will be a patio on private property so no sidewalk or pedestrian conflicts are anticipated.

Civil Consulting Engineers, Inc.

May 3, 2017

Pat Steenburg
City of Alamosa
P.O. Box 419
Alamosa CO 81101

Re: Starbucks
1310 Main Street
Alamosa, CO

On behalf of Verdad real Estate please accept this letter and associated materials as our notice of application in pursuit of obtaining a Permitted Use exception.

It is the intent of the developer to build a free standing coffee shop per the enclosed site plan. Please find within this packet the following:

Application for permitted Use by special review
Legal Description (per plat)
Adjacent property owner cards
Site Plan
Landscape Plan
Elevations
Anticipated development schedule
Fee in the amount of \$50.00
Plat / Survey

Sincerely,



Civil Consulting Engineers, Inc.,
Terry Boomer PE

CC Josh Taylor; Larae Tucker; Melissa Ferreio

CITY OF ALAMOSA
APPLICATION FOR PERMITTED USE BY SPECIAL REVIEW

1. Name of property owner(s): SONIC RESTAURANTS INC
2. Mailing address of property owner(s): 300 JOHNNY BENCH DRIVE
OKLAHOMA CITY, OK 73104-0000
3. Phone number/E-mail: _____
4. Applicant information if different from owner. Attach Power of Attorney.
Name: ~~VRE Alamosa, LLC~~ Vertical Construction Management
Address: 1211 SOUTH WHITE CHAPEL BOULEVARD
SOUTHLAKE, TEXAS 76092
Phone: 817.328.0296
5. Legal description of property: see attached
6. Street address of property: 1310 Main Street
Alamosa, CO 81101
7. Zoning of property: CB Commercial Business
8. Describe proposed use in detail. I single story free standing quick service coffee
shop, Starbucks with a drive through window.
9. Attach a list of adjacent property owners names and addresses for notification. (Available at County Assessors Office)
10. E-mail an electronic file of attached site plan to:
engineer@cc.alamosa.co.us
11. Attach time schedule for development.
12. Enclose application fee of \$50.00 non-refundable.

OWNER(S)

Signature(s)

Print Name

Date

APPLICANT(S)

Signature(s)

Larae Tucker
Print Name5/2/17
Date



MAIN STREET

6TH STREET

BUILDING SETBACK



PARKING REQUIREMENTS

RESTAURANT:
11 SPACES / 1,000 S.F.

SITE SPECIFICATIONS

STARBUCKS
TOTAL LAND SIZE: ~25,200 S.F.
TOTAL BUILDING AREA: 1,900 S.F.+300 S.F. PAINT
TOTAL PARKING REQUIRED: 24 SPACES
TOTAL PARKING PROVIDED: 28 SPACES

PROPOSED STARBUCKS

NOTE: ALL DIMENSIONS AND LAND/BUILDING AREA CALCULATIONS ARE APPROXIMATE

1211 S. WHITE CHAPEL BOULEVARD
SOUTHLAKE, TEXAS 76092
817.912.0524 | O | 817.912.0550 | F
W | VERDADREALESTATE.COM

03

TECHNICAL SHEET



VERDAD

04/21/15

DWG. CREATED

1" = 50'

DRAWING SCALE

THIS SITE PLAN IS PRELIMINARY IN NATURE AND SUBJECT TO CHANGE. IT IS SUBJECT TO GOVERNMENTAL CODES, TENANT MIX, AND CIVIL ENGINEERING REQUIREMENTS AS WILL BE DICTATED BY THE GOVERNING CITY OR MUNICIPALITY.

ARCHITECT OF RECORD

DONNY J
RORSCHACH

1318 MAIN STREET, SUITE 200
ALAMOSA, CO 81101
(760) 285-0411

THIS DOCUMENT IS RELEASED
FOR THE PURPOSE OF REVIEW
UNDER THE AUTHORITY OF
ROULE ARCHITECTS. IT IS NOT
CONSTRUCTION, BIDDING OR
PERMIT PURPOSES.

PRELIM 04-25-17

CONTRACTOR SHALL VERIFY ALL CONDITIONS
ON SITE PRIOR TO CONSTRUCTION. THE
ARCHITECT IS NOT RESPONSIBLE FOR
ANY CONDITIONS OR SITUATIONS NOT
SHOWN ON THESE DRAWINGS.

1 ENTRANCE ELEVATION



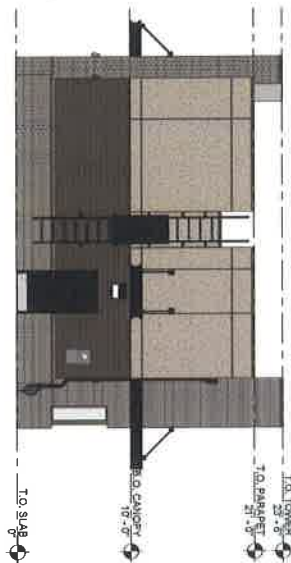
2 FRONT ELEVATION



3 DRIVE-THRU ELEVATION



4 REAR ELEVATION



THIN BRICK VENEER
REDONDO GRAY



HARDIE BOARD
PAINTED TO MATCH
SVY7020 BLACK FOX



EPS
PAINTED TO MATCH
SVY7021 MEGA OFFICE

VERTICAL
CONSTRUCTION MANAGEMENT

PROJECT NAME:
PROPOSED DRIVE THRU SHELL
PROJECT ADDRESS:
1318 MAIN ST.
ALAMOSA, CO 81101

REV.	DATE	BY	DESCRIPTION

PROJECT # 15-0190
ORIGINAL ISSUE DATE 04-25-17
PROPOSED DRIVE-THRU SHELL
SHEET TITLE
EXTERIOR ELEVATIONS
SCALE 3/8" = 1'-0"

SD-1

City of Alamosa
Planning Commission
May 24, 2017
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 Chairman Mark Manzanares. Present were the following members: Shirley Adcock and Debbie Clark. Excused: Farris Bervig, Darrel Cooper and Scott Travis. A quorum was declared. Staff present: Pat Steenburg, Harry Reynolds, Nicole Valdez and Julie Scott.

Agenda Approval: M/S/C. Clark, Adcock. Motion was made to approve the agenda with the deletion of 1B. The request of Community Resources and Housing Development Corporation for review of a final plat until the required traffic study is reviewed by staff and that Item 2B. would be presented as three separate hearings (Unanimous)

Approval of the Minutes: M/S/C. Adcock, Clark. Motion made to approve the minutes of the April 26, 2017 meeting as presented. (Unanimous)

Public Comments: None.

Regular Business - Conduct Public Hearings

The request of Vertical Construction Management for review of a lot line vacation. The property affected is Lot 1, Sangre Tract Replat and Lot 12, Block 1, Callbreath's Addition, City of Alamosa. Alamosa County also known as 1310 Main St.

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

Manzanares: Is there someone here to speak for this request? Step to the podium and state your name and address for the record.

Stackhouse: Tim Stackhouse, Civil Consulting Engineers, Inc., we're representing Verdad Real Estate. Basically, we're looking to extend the lot line and I believe that's all there is to it.

Staff presented the plat electronically to the Commission to review.

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

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

Steenburg pointed out to the Commission on the screen the proposed changes to the lot and what portion of the alley that would be vacated by ordinance. When the plat is done the property that is

owned by the applicant will be consolidated and made buildable. He explained that there would be conditions if the commission decided to approve the lot line vacation.

Clark questioned where the alley was and it was pointed out as a landlocked alley. It is a house keeping measure to clean the property up.

M/S/C. Adcock, Clark. Motion made to approve the request of Vertical Construction Management for a lot line vacation with the following conditions:

1. The plat will not be recorded until both parcels being held in fee simple ownership by a single entity.
2. The plat will also not be recorded prior to passage of an ordinance by City Council formally vacating that portion of the platted alley included within the external boundaries of the consolidation request.

The property affected is Lot 1, Sangre Tract Replat and Lot 12, Block 1, Callbreath's Addition, City of Alamosa, Alamosa County, also known as 1310 Main St. (Unanimous)

Next item:

The consideration of approval of a drive thru facility for a proposed Starbucks Restaurant and Drive through. The property affected is Lot 1, Sangre Tract Replat and Lot 12, Block 1, Callbreath's Addition, City of Alamosa, Alamosa County, also known as 1310 Main St.

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

Manzanares: Again, please state your name and address for the record.

Stackhouse: Tim Stackhouse, Civil Consulting Engineers, out of Canton, Georgia. We are looking to add a Starbuck's Restaurant with a drive thru window.

Adcock: What we understand is you are bringing traffic in from the west bound and also exit west bound or come through Sonic?

Stackhouse: Yes.

Clark: Do you think there might be a problem without a turning lane like there is for Sonic? Do you think it could be a traffic hazard?

Stackhouse: I don't think so. The speed limit is relatively low in this area and there does not seem to be room for a turn lane.

Adcock: Is this a drive thru only or restaurant?

Stackhouse: It will be a restaurant and there will be some outdoor seating on that northern island.

Clark: And you would put in the sidewalk to match Sonic's?

Stackhouse: Yes, it would match the existing sidewalk and we would put in ADA access ramps.

Adcock: How many customers do you expect per day? There are times at Sonic when the drive thru is so lined up.

Stackhouse: We have accounted for about eight and more cars could extend into the drive aisle, but that seems typical for Starbucks.

Manzanares: Pat, is there something you would like to add?

Steenburg: Right now, the sidewalks would be considered in the development phase. This is for the consideration of the drive through and traffic flow.

Manzanares: Questions, motion? There are two basic conditions regarding a drive through.

The public hearing closed 6:11 p.m.

M/S/C. Clark, Adcock. Motion made to approve the request of a drive thru facility for a proposed Starbucks Restaurant and Drive through. The property affected is Lot 1, Sangre Tract Replat and Lot 12, Block 1, Callbreath's Addition, City of Alamosa, Alamosa County, also known as 1310 Main St. (Unanimous)

This is final action on the request.

Next item:

The request of Vertical Construction Management for a Permitted Use by Special Review to allow outdoor dining in a Commercial Business District. The property affected is Lot 1, Sangre Tract Replat and Lot 12, Block 1, Callbreath's Addition, City of Alamosa, Alamosa County, also known as 1310 Main St.

The public hearing opened at 6:15 p.m.

Manzanares: Again, your name and address for the record.

Stackhouse: Tim Stackhouse, out of Canton, Georgia. Yes, it is exactly how it is presented. We would like some outdoor seating.

Manzanares: Is there anyone else that would like to speak for this request? Against? We will close the public hearing. This seems to me to be quite similar to what is next door at Sonic.

The public hearing closed at 6:16 p.m.

Adcock: So will there be speakers and the order is placed and brought out?

Stackhouse: No, it would be just outdoor seating, patio furniture.

Adcock: Are you serving anything besides coffee?

Stackhouse: Danishes, that sort of thing.

Clark: the patio area is just the one small area?

Stackhouse: Yes.

Manzanares: A motion?

M/S/C. Adcock, Clark. Motion made to recommend approval of the request of Vertical Construction Management for a Permitted Use by Special Review to allow outdoor dining in a Commercial Business District. The property affected is Lot 1, Sangre Tract Replat and Lot 12, Block 1, Call breath's Addition, City of Alamosa, Alamosa County, also known as 1310 Main St. (Unanimous)

This recommendation will go to City Council for the June 7, 2017 meeting at 7:00 p.m. as a consent calendar item.

Other business: None.

After no further business the meeting was adjourned at 6:18 p.m.

Respectfully submitted,



Julie Scott
Recording Secretary

CITY OF ALAMOSA
APPLICATION FOR FINAL SUBDIVISION/PLAT/REPLAT

- 1) Name(s) of property owner(s) Felix Valdez
- 2) Mailing address of owner(s) Altanero Enterprises, Inc.
16045 State Hwy 15
La Jara, CO 81140
- 3) Phone number of owner(s) 719.274.9897
- 4) Application information if different from owner. Attach Power of Attorney.
- Name _____
- Mailing Address _____
- Phone number _____
- 5) Proposed subdivision name _____
- 6) Legal description of Property Lot 1R Sangre Tract Replat 0.585 acres
- 7) Description of Action Replat and Vacation Plat located in Lot 1 Sangre Tract
replat plus Lot 12 Block 1 Calllbreath's Addition
- 8) Attach final plat and other required documents.
E-mail electronic file to: engineer@cc.alamosa.co.us
- 9) Attach list of adjacent property owners' names & addresses for notification. (Available at County Assessors Office)
- 10) Application fee - \$100.00 (non-refundable)

Owner(s) <u>Felix D Valdez Catherine M. Valdez</u>	Applicant(s) <u>Felix D Valdez Catherine M. Valdez</u>
Signature _____	Signature _____
<u>Felix D Valdez Catherine M. Valdez</u>	<u>Felix D Valdez Catherine M. Valdez</u>
Print Name _____	Print Name _____
Date <u>4/12/17</u>	Date <u>4/12/17</u>

CITY OF ALAMOSA
APPLICATION FOR FINAL SUBDIVISION/PLAT/REPLAT

- 1) Name(s) of property owner(s) Paige S. Bass-Vice President
- 2) Mailing address of owner(s) Sonic Coporation and Subsidiaries
300 Johnny Bench Drive
Oklahoma City, OK 73104
- 3) Phone number of owner(s) 405-225-5000
- 4) Application information if different from owner. Attach Power of Attorney.
- Name Larae Tucker - Vertical Construction Managment
- Mailing Address 1209 S White Chapel Blvd., Southlake, TX 76092
- Phone number 214-601-5495
- 5) Proposed subdivision name _____
- 6) Legal description of Property Lot 1R Sangre Tract Replat 0.585 acres
- 7) Description of Action Replat and Vacation Plat located in Lot 1 Sangre Tract
replat plus Lot 12 Block 1 Calllbreath's Addition
- 8) Attach final plat and other required documents.
- E-mail electronic file to: engineer@cc.alamosa.co.us
- 9) Attach list of adjacent property owners' names & addresses for notification. (Available at County Assessors Office)
- 10) Application fee - \$100.00 (non-refundable)

Owner(s)

Signature

Print Name

Date

Applicant(s)

Signature

Larae Tucker

Print Name

5-3-17

Date

CITY OF ALAMOSA
APPLICATION FOR FINAL SUBDIVISION/PLAT/REPLAT

- 1) Name(s) of property owner(s) Felix Valdez
- 2) Mailing address of owner(s) Altanero Enterprises, Inc.
16045 State Hwy 15
La Jara, CO 81140
- 3) Phone number of owner(s) 719.274.9897
- 4) Application information if different from owner. Attach Power of Attorney.
 - Name _____
 - Mailing Address _____
 - Phone number _____
- 5) Proposed subdivision name _____
- 6) Legal description of Property Lot 1R Sangre Tract Replat 0.585 acres
- 7) Description of Action Replat and Vacation Plat located in Lot 1 Sangre Tract
replat plus Lot 12 Block 1 Calllbreath's Addition
- 8) Attach final plat and other required documents.

E-mail electronic file to: engineer@cc.alamosa.co.us
- 9) Attach list of adjacent property owners' names & addresses for notification. (Available at County Assessors Office)
- 10) Application fee - \$100.00 (non-refundable)

Owner(s)

Signature

Print Name

Date

4/12/17

Applicant(s)

Signature

Print Name

Date

4/12/17

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

First Reading, Ordinance No. 15-2017, Alley Vacation, Block 1, Callbreath's Addition

Recommended Action:

That Council approve Ordinance No. 15-2017 on first reading vacating the remainder of the alley adjacent to the southwesterly corner of Lot 1 of the Sangre Tract Replat, in Block 1 of Callbreath's Addition and set it for public hearing at your regularly scheduled meeting on July 5th, 2017.

Background:

During the numerous replats and subdivisions of the old Safeway site where Sonic is now, one half of a land locked and unused alley was apparently overlooked when the other alleys associated with it were vacated. This alley is land locked, in that the public has no legal access to it from any direction, it contains no utilities or other improvements, and is effectively preventing the consolidation of two separately owned parcels required for the development of the new Starbucks. This is simply a housekeeping effort that will allow the site to be used in the most effective manner and expedite the processing of the land use applications submitted by Starbucks.

Issue Before the Council:

Does Council wish to vacate the alley?

Alternatives:

Council may approve Ordinance No. 15-2017 on first reading and set for public hearing or not pass the ordinance and provide staff further direction.

Fiscal Impact:

No fiscal impact is anticipated.

Legal Opinion:

City Attorney will be present for questions.

Conclusion:

This is a dead-end, land locked alley that serves no properties other than those involved in the vacation request, the associated portions of the alley have been vacated in the past.

ATTACHMENTS:

Description	Type
▣ Ordinance 15-2017	Ordinance
▣ Exhibit A	Cover Memo

ORDINANCE NO. 15-2017

AN ORDINANCE VACATING THE REMAINDER OF THE ALLEY ADJACENT TO THE SOUTHWESTERLY CORNER OF LOT 1 OF THE SANGRE TRACT REPLAT IN BLOCK 1 OF CALLBREATH'S ADDITION, LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4NE1/4) OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 10 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF ALAMOSA, ALAMOSA COUNTY, COLORADO

WHEREAS, the northerly and westerly portions of this alley have been vacated historically by the Sangre Investment Group Replat, and that instrument at Reception Number 211615, both filed for record in the office of the Alamosa County Clerk and Recorder; and

WHEREAS, the owners of that portion of Block 1 of Callbreath's Addition to the City of Alamosa and its subsequent replats that are served by the remaining alley, being the owners of lot 12, Block No. 1 of said Callbreath's Addition and Lot 1 of the Sangre Tract Replat, have petitioned that it be vacated; and

WHEREAS, the alley is a dead end, land locked, and contains no utilities or other improvements of any kind; and

WHEREAS, the vacation of this alley will contribute to the safe and effective use of the adjacent platted properties and better support future development of the area; and

WHEREAS, there does not appear to be a public interest in the maintenance of this alley for as the public has no legal access to or from the alley from any direction.

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

Section 1. That the alley located between Lot 12, Block 1 of Callbreath's Addition to the City of Alamosa and Lot 1 of the Sangre Tract Replat, as depicted on Exhibit A as attached, is hereby vacated, resulting in vacation of the entire alley between the two parcels referenced herein.

Section 2. General Repealer. All acts, orders, ordinances, resolutions, or portions thereof in conflict herewith, are hereby repealed to the extent of such conflict.

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

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

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

INTRODUCED, READ AND ORDERED published the 7th day of June, 2017, and a public hearing hereon fixed for the 5th day of July, 2017 at 7:00 p.m., or as soon thereafter as the matter may be heard.

APPROVED, AND ADOPTED after public hearing this _____ day of _____, 2017.

CITY OF ALAMOSA

By: _____
Josef P. Lucero, Mayor

Attest: _____
Holly C. Martinez, City Clerk

(FELIX D. AND
CATHERINE M.
VALDEZ)

PUBLIC ALLEY
(RECEPTION #: 328782)

**LOT 1
SANGRE TRACT REPLAT
0.499± ACRES**

THE SOUTH 10' OF A PORTION OF CITY
ALLEY VACATED AND REVERTED TO
LOT 12 ON "SANGRE INVESTMENT
GROUP REPLAT" (REC# 328782)

A PORTION OF CITY ALLEY VACATED AND
REVERTED TO THE "SANGRE TRACT"
(LOTS 1 & 2) ON "SANGRE INVESTMENT
GROUP REPLAT" (REC# 328782)

20'-WIDE ALLEY (REC# 27482)

ORIGINAL NE CORNER OF LOT 12, BLOCK 1,
CALLBREATH'S ADDITION (REC# 27486)

**LOT 12, BLOCK 1, CALLBREATH ADDITION
+ WEST 10' OF ALLEY IMMEDIATELY EAST
+ SOUTH 10' OF PORTION OF ALLEY
IMMEDIATELY NORTH**

WEST 10' OF CITY
ALLEY VACATED &
REVERTED TO LOT
12 (REC# 211615)

EAST 10' OF CITY ALLEY AS
SHOWN ON CALLBREATH
ADDITION (REC# 27482)
**TO BE VACATED & REVERTED
TO LOT 1, SANGRE TRACT
REPLAT (0.011± ACRES)**

S89°45'00"E
10.00'

54.53'

43.99'

N00°13'34"E

S00°13'34"W

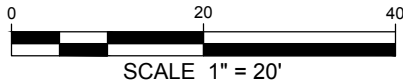
EAST 10' OF CITY ALLEY AS
SHOWN ON CALLBREATH
ADDITION (REC# 27482)
**TO BE VACATED & REVERTED
TO LOT 1, SANGRE TRACT
REPLAT (0.011± ACRES)**

N61°41'19"W
5.67'

N61°41'25"W
5.67'

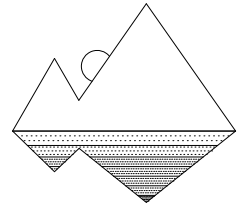
S00°13'34"W
15.87'

EASTBOUND U.S. HIGHWAY 160/285 (6TH STREET)
(RIGHT-OF-WAY WIDTH VARIES)



LEGEND

- ALLEY BOUNDARY
- - - VACATED LOT LINE
- FOUND NAIL
WITH WASHER
SET IN ASPHALT
BY PLS 23891
- ▲ FOUND REBAR WITH NO
CAP. (PLACED ALUM.
CAP MARKED SUMMIT
14840 ON REBAR)



**SUMMIT ENGINEERING
COMPANY**
ENGINEERS & LAND SURVEYORS
P: 719-589-6147 F: 719-589-6633
Loc: 1317 State Ave Alamosa, CO 81101
Mail: P.O. Box 1897 Alamosa, CO 81101
summitengco@gmail.com

PROJECT

**Callbreath Addition Alley
Vacation Exhibit**

East 10' of N/S Alley,
Callbreath Addition
Alamosa County
City of Alamosa, Colorado

PLAN REVISIONS

Date	Comments
Revision-1 ---	---
Revision-2 ---	---
Revision-3 ---	---

DRAWING INFORMATION

Job Number:	1608134VP
Print Draft Number:	PRELIM
Drawn By:	KFA
Checked By:	SEJ
Dwg Date:	05-24-2017
Owner:	---

SHEET NAME

Alley Vacation Diagram

EXHIBIT-A

SHEET NUMBER 1 OF 1

CDOT PROJECT NO.
NH 1602-099
PARCEL NO. 7

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Award of Bid - Ultraviolet Disinfection Unit

Recommended Action:

Staff recommends that Council award the bid for the purchase of the ultraviolet disinfection unit at the wastewater treatment plant to Coombs Hopkins in the amount of \$189,300 based on the recommendation of the consulting engineer and the proven track record and market share of the Trojan system.

Background:

Several years ago when the ultraviolet system failed it was decided not to make the investment to repair the system because compliance with our discharge permit at that time did not require the system to be in operation. Since then, we have been issued a new permit by the Colorado Department of Health and Environment under the auspices of the National Pollutant Discharge Elimination System that requires us to meet certain bacteriological requirements that do indeed require the ultraviolet system to be in optimal condition. We spent a significant amount of money approximately two years ago to get the system to a point that we could meet our permit requirements while we budgeted and identified a revenue source to fund the purchase and installation of this upgraded system. As our system exists today, we will have no reasonable way to bring it back on-line should it fail which will undoubtedly cause us to exceed our permitted bacteriological limits placing us squarely in a non-compliant status with the State. A review of the majority of the systems currently available to us has identified five possible manufacturers that staff and the consulting engineer have worked together to narrow down to one recommendation. An outline of the advantages and disadvantages of each system reviewed is included below for your review and consideration.

UV System Comparison				
System	Purchase Price	Estimated Twenty Year Electrical Cost	Advantages	Disadvantages
<i>Trojan UV 3000 Plus</i>	\$189,300	\$223,998	Good reputation in Colorado. Fewer total number of lamps. Small system power draw.	Ballasts located at top module. Chemical for wiper system is corrosive. Overall system cost.
<i>Calgon Carbon C3500D</i>	\$245,000	\$537,595	Fewer total number of lamps. Bank redundancy. Non-chemical wiper system.	Largest power draw of all systems. Limited spare part kit included. Highest overall system cost.
<i>Glasco GLOW-6000</i>	\$135,000	\$287,464	Small system power draw. Fewer number of lamps. Low upfront capital cost.	Limited reputation in Colorado. Slow response time for design and operational questions.
<i>Wedeco TAK Smart</i>	\$102,000	\$373,330	Fewer total number of lamps. Low upfront capital cost. Ballast included inside cabinet.	Larger power draw than other systems. Gouging of the channel walls and bottom required.
<i>Neotec UV System</i>	\$151,800	\$382,663	Ballast located inside cabinet. Non-chemical wiper system. No proprietary circuit boards.	Manufactured in South Korea. Higher number of lamps. No spare part kit included.

******(Outline also included as an attachment.)

In addition to their regional and nation-wide reputation for advanced UV wastewater treatment technology, staff and TZA water engineers recommends replacing our existing system with the Trojan 3000 Plus for the following reasons:

- Currently installed in over 5,000 municipal UV disinfection facilities treating over 24 billion gallons of water a day
- Simplified installation of the new UV systems in retrofit situations
- City of Alamosa staff has 19 years of operational and maintenance experience with the Trojan system
- Excellent and proven local service and response for operational and maintenance issues
- Proven long service life and lower lifetime operating costs

Issue Before the Council:

Does Council wish to replace the existing UV system with the Trojan 3000 Plus as recommended?

Alternatives:

Council may award the replacement to the Trojan as recommended, award the replacement to one of the other manufacturers, or reject all bids and provide staff with further guidance.

Fiscal Impact:

\$200,000 was approved for this purchase and will be included in a future budget amendment. The purchase price will leave a balance of \$20,000 which should cover the cost of installation and permitting, at this time staff does not anticipate the need for additional funds.

Legal Opinion:

City Attorney will be available for comment.

Conclusion:

This expense is necessary to maintain compliance with our discharge permit.

ATTACHMENTS:

Description		Type
▣	Technical Design Memorandum	Cover Memo
▣	UV System Comparisons	Backup Material

MEMORANDUM

To: Patrick Steenburg, Public Works Director, City of Alamosa
From: David Wiggins, P.E.
Date: April 11, 2017
Re: Alamosa Wastewater Treatment Plant (AWWTP)—UV Disinfection Replacement
CC: Brad Simons, P.E.

EXECUTIVE SUMMARY

The City of Alamosa has engaged the services of TZA Water Engineers (TZA) for an alternatives analysis of replacement of the existing AWWTP open channel, gravity flow, Trojan Ultraviolet (UV) disinfection system. TZA consulted with and solicited technical information from Trojan Technologies, Glasco UV, CalgonCarbon UV, Wedco UV system by Xylem, Inc., and Neotec UV to evaluate the project and provide recommendations for replacement of the current system installed in 1993. These companies provided technical data related to their equipment, and budgetary cost estimates for UV system replacement.

Based on the alternatives analysis completed by TZA, we recommended the City procure the Trojan 3000Plus system due to Trojan's reliability, market reputation, and long service life. Attached to this memorandum are:

- Trojan's proposal
- Trojan's sample equipment specification
- Trojan's equipment drawing.

PURPOSE

The purpose of this memorandum is to present the results of the alternatives analysis completed by TZA for replacement of the UV system at the AWWTP and provide a recommendation for the City to consider for procurement of a replacement system.

BACKGROUND

The AWWTP treats municipal wastewater utilizing an extended aeration process with dual conventional circular clarifiers and UV disinfection. Three sludge handling ponds, each with a capacity of 500,000 gallons, are used for a sludge freeze-dry operation. This facility was constructed in early 1993. The UV Disinfection System consists of three (3) final effluent channels with two ultraviolet

LAMP RYNEARSON COMPANIES



radiation modules per channel. There are 12 lamp modules per UV bank and 8 lamps per module for a total of 192 lamps. The channel depth is approximately 4 feet from the channel bottom to top of wall. Recent effluent monitoring results have indicated an exceedance of the 30-day and 7-day average values for E.coli.

DESIGN CRITERIA

The UV vendors evaluated were provided with the design criteria to support proposal preparation for UV system replacement at the AWWTP.

Peak Flow	4.75 MGD
TSS	30 mg/l, 30 Day Average
Ultraviolet @ 253.7 nm	65% minimum
Maximum Mean Particle Size	30 microns
Effluent Standards	E. coli (# /100 ml)—CDPHE Permit #CO0044458 <ul style="list-style-type: none"> ▪ 147 (30-Day Average) ▪ 294 (7-Day Average)
Number of Channels	1
Number of Banks per Channel	2
UV Lamp	High-Intensity/Low Pressure
Channel Length	25 ft 4 in
Channel Width	36 in
Channel Depth	48 in
Channel Flow Depth	24 in
Reduction Baffles	If required for system
Flow Control Weir	Required

Existing Drawings and Equipment Sheets provided

- Hydraulic Profile
- Floor Plan of the UV Area
- Sections of the UV Area
- UV Equipment Spec Sheet

LAMP RYNEARSON COMPANIES



VENDOR DESIGN SUMMARIES

Trojan UV3000 Plus – Coombs Hopkins

Number of Channels	1
UV Modules	2
Number of Modules per Bank	4
Number of Lamps per Module	6
Total Number of UV Lamps	48
Maximum Power Draw	12 kW
Number of Power Distribution Centers	2
Number of System Control Centers	1
Number of Level Controllers	1
Automatic Cleaning	Hydraulic System
Headloss	3.0 inches
Other Equipment	304SS Channel Reduction Baffles
Spare Parts	6 lamps, 6 sleeves, 12 wiper seals, 2 ballasts, 1 gallon cleaning gel, 6 lamp holder seals, spare hydraulic filter
Cost	\$189,300.00 + \$2,970.00 (Crane)
Lamp Replacement Cost	\$265.00

CalgonCarbon C3500D – Water Technology Group

Number of channels	2 (one channel for redundancy)
UV Modules	2
Number of Modules per Bank	3
Number of Lamps per Module	4
Total Number of Lamps	48
Maximum Power Draw	28.8 kW
Number of Power Distribution Centers	2
Number of System Control Centers	1
Number of Level Controllers	2
Automatic Cleaning	Mechanical Wiper
Headloss	2.26 inches
Other Equipment	304SS Channel Reduction Baffles
Spare Parts	UV face shield, service trolley, rack lifting sling
Cost	\$245,000.00 + \$7,700.00 (Crane)
Lamp Replacement Cost	\$250.00

LAMP RYNEARSON COMPANIES



Glasco GLOW-6000 - Dewco

Number of channels	1
UV Modules	2
Number of Modules per Bank	2
Number of Lamps per Module	12
Total Number of Lamps	48
Maximum Power Draw	15.4 kW
Number of Power Distribution Centers	1
Number of System Control Centers	1
Number of Level Controllers	1
Automatic Cleaning	Air compressor powered system
Headloss	4.0 inches
Other Equipment	304SS Channel Reduction Baffles
Spare Parts	4 UV lamps, 4 lamp sleeves, 1 ballast, 6 O-rings, 6 wiper rings, 2 face shields
Cost	\$135,000 + \$2,200.00 (Crane)
Lamp Replacement Cost	\$150.00

Wedeco TAK Smart – ISI West

Number of channels	1
UV Modules	2 (1 duty + 1 standby)
Number of Modules per Bank	3
Number of Lamps per Module	8
Total Number of Lamps	48
Maximum Power Draw	20 kW
Number of Power Distribution Centers	1
Number of System Control Centers	1
Number of Level Controllers	Existing
Automatic Cleaning	Pneumatic Automatic System (Air Compressor)
Headloss	2.20 inches
Other Equipment	8" of Grout on sidewalls and 5.5" of grout in channel
Spare Parts	4 lamps, 2 ballasts, 8 wiper rings
Cost	\$102,200.00 + \$3,200.00 (Crane)
Lamp Replacement Cost	\$150.00

LAMP RYNEARSON COMPANIES

Neotec UV System – Water Technology Group

Number of channels	1
UV Modules	2
Number of Modules per Bank	2
Number of Lamps per Module	16
Total Number of Lamps	64
Maximum Power Draw	20.5 kW
Number of Power Distribution Centers	1
Number of System Control Centers	1
Number of Level Controllers	1
Automatic Cleaning	Mechanical Wiper
Headloss	2.0 inches
Other Equipment	Channel Modifications (grout)
Spare Parts	None
Cost	\$151,800 + \$7,700.00 (Crane)
Lamp Replacement Cost	\$210.00

ADVANTAGES/DISADVANTAGES

Manufacturer	Advantages	Disadvantages
Trojan	Good reputation in Colorado. Fewer total number of lamps. Small system power draw.	Ballasts located atop module. Chemical for wiper system is corrosive. Overall system cost.
CalgonCarbon	Fewer total number of lamps. Bank redundancy (2 channels). Non chemical wiper system	Largest power draw of all systems. Limited spare part kit included. Highest overall system cost.
GlascoUV	Small system power draw. Number of lamps. Low upfront capital cost.	Limited reputation in Colorado. Slow response time for design and operational questions.
Wedeco	Fewer total number of lamps. Low upfront capital cost. Ballast located inside cabinet.	Larger power draw than other systems. Grouting of the channel walls and bottom required.
NeotecUV	Ballast located inside cabinet. Non chemical wiper system. No proprietary circuit boards.	Manufacturer is located in South Korea. Number of lamps. No spare part kit included.

LAMP RYNEARSON COMPANIES

RECOMMENDATIONS

Based on the comparison of the systems above, Trojan and Glasco appear to be good selections for replacing the existing UV system. Both have low power consumption, provide good spare parts kit with the purchase of the system, and provide warranties on lamps and ballasts. A comparison between the two systems is shown below.

	TROJAN	GLASCO
Number of UV Modules	2	2
Total Number of Lamps	48	48
Lamp Warranty	12,000 hours	12,000 hours
Ballast Warranty	5 years prorated after 1 year	5 years prorated after 2 years
Lamp Dimming	Automatic	Automatic
Quartz Sleeve Cleaning	Automatic	Automatic
Capital Cost	\$189,300	\$135,000
Power Cost per kilowatt-hour	\$0.42	\$0.55

However, Trojan has both local and nationwide reputation for advanced UV wastewater treatment technology. TZA recommends replacing the existing system with the Trojan 3000Plus for the following reasons.

- Installed in 5,200 municipal UV disinfection facilities treating over 24 billion gallons a day.
- Simplified installation of new UV systems in existing facilities.
- Alamosa's AWWTP staff operational experience with the Trojan System.
- Excellent local service and response for operation and maintenance issues.
- Long service life—the current system has been in place since 1993.

NEXT STEPS

- The City of Alamosa shall procure the UV system from a Trojan. The typical lead time for the equipment is 8 to 12 weeks based on conversations with Jason Morgan, Coombs Hopkins.
- TZA Water Engineers shall assist the City of Alamosa with In-Kind Replacement approval of the UV system by the Colorado Department of Public Health and Environment Water Quality Control Division in accordance with Regulation 22, Site Location and Design Approval Regulations for Domestic Wastewater Treatment Works.
- TZA Water Engineers shall assist with the solicitation and selection of a general contractor to remove the existing UV system and install the new Trojan 3000Plus system and coordinate other disciplines (i.e. instrumentation and controls).

LAMP RYNEARSON COMPANIES

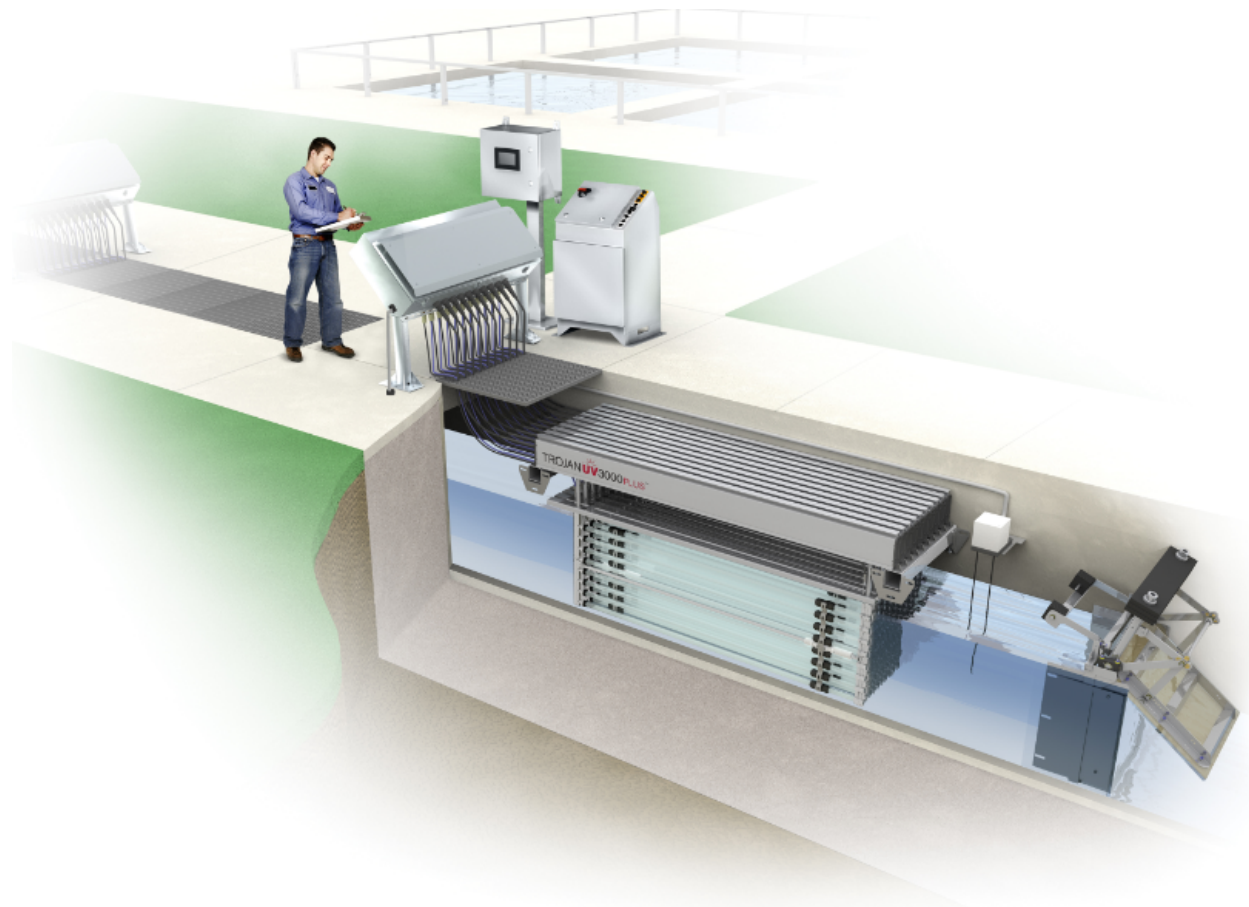


TROJAN **UV3000PLUS**™

PROPOSAL FOR THE CITY OF ALAMOSA REPLACEMENT, Colorado

QUOTE: 211826

04/11/2017



The TrojanUV3000Plus™ is operating in **over 2000** municipal wastewater plants around the world. Disinfecting **over 17 billion** gallons a day, the TrojanUV3000Plus™ has become the reference standard in the industry.



April 11, 2017

In response to your request, we are pleased to provide the following TrojanUV3000Plus™ proposal for the **ALAMOSA REPLACEMENT** project.

The TrojanUV3000Plus™ has been shown in over 2000 installations to provide dependable performance, simplified maintenance, and superior electrical efficiency. As explained in this proposal, the system incorporates innovative features to reduce O&M costs, including variable output electronic ballasts to provide dimming capability and Trojan's revolutionary ActiClean-WW™ system – the industry's only online chemical and mechanical quartz sleeve cleaning system. All Trojan installations are supported by a global network of certified Service Representatives providing local service and support.

Please do not hesitate to call us if you have any questions regarding this proposal. Thank you for the opportunity to quote the TrojanUV3000Plus™ and we look forward to working with you on this project.

With best regards,

Tim Proctor

Tim Proctor
3020 Gore Road
London, Ontario N5V 4T7
Canada
(519) 457 – 3400

Local Representative:

Jason Morgan
4380 So. Syracuse Street, Suite 450
Denver, CO
303-477-1970

DESIGN CRITERIA
ALAMOSA REPLACEMENT

Peak Design Flow:	4.75 MGD(US)
UV Transmittance:	65 % (minimum)
Total Suspended Solids:	30 mg/l (30 Day Average, grab sample)
Disinfection Limit:	147 E.coli/#100 ml (30 Day Average) and 294 E.coli/#100 ml (30 Day Average) based on a day 30 of consecutive daily grab samples
Design Dose:	>30 mJ/cm² (bioassay validated)
Validation Factors:	0.98 end of lamp life factor (Low-Pressure Amalgam Lamps) 0.95 fouling factor (ActiClean-WW™ Chemical / Mechanical Cleaning System)

DESIGN SUMMARY

QUOTE: 211826

Based on the above design criteria, the TrojanUV3000Plus™ proposed consists of:

CHANNEL (Please reference Trojan layout drawings for details.)	
Number of Channels:	1
Approximate Channel Length Required:	25 ft 4 in
Channel Width Based on Number of UV Modules:	16 in
Channel Depth Recommended for UV Module Access:	54 in
UV MODULES	
Total Number of Banks:	2
Number of Modules per Bank:	4
Number of Lamps per Module:	6
Total Number of UV Lamps:	48
Maximum Power Draw:	12 kW
UV PANELS	
Power Distribution Center Quantity:	2
System Control Center Quantity:	1 including 25 min ups
MISCELLANEOUS EQUIPMENT	
Level Controller Quantity:	1
Type of Level Controller:	Weighted Gate (ALC)
Automatic Chemical / Mechanical Cleaning:	Trojan ActiClean-WW™
On-line UVT Monitor:	Optional
Standard Spare Parts / Safety Equipment:	Included
Other Equipment:	304SS channel reduction baffles. *** Not included is the channel inlet stilling plate as it is assumed that this can be reused from one of the existing channels.
ELECTRICAL REQUIREMENTS	
<ol style="list-style-type: none"> 1. Each Power Distribution Center requires an electrical supply of one (1) 208V / 60Hz, 2. The Hydraulic System Center requires an electrical supply of one (1), 208V / 60Hz, 2.5 kVA 3. The System Control Center requires an electrical supply of one (1) 110-240V 1 Ph, 2 Wire + Gnd, 50/60 Hz , 15 Amps. 4. Electrical disconnects required per local code are not included in this proposal. 	

COMMERCIAL INFORMATION

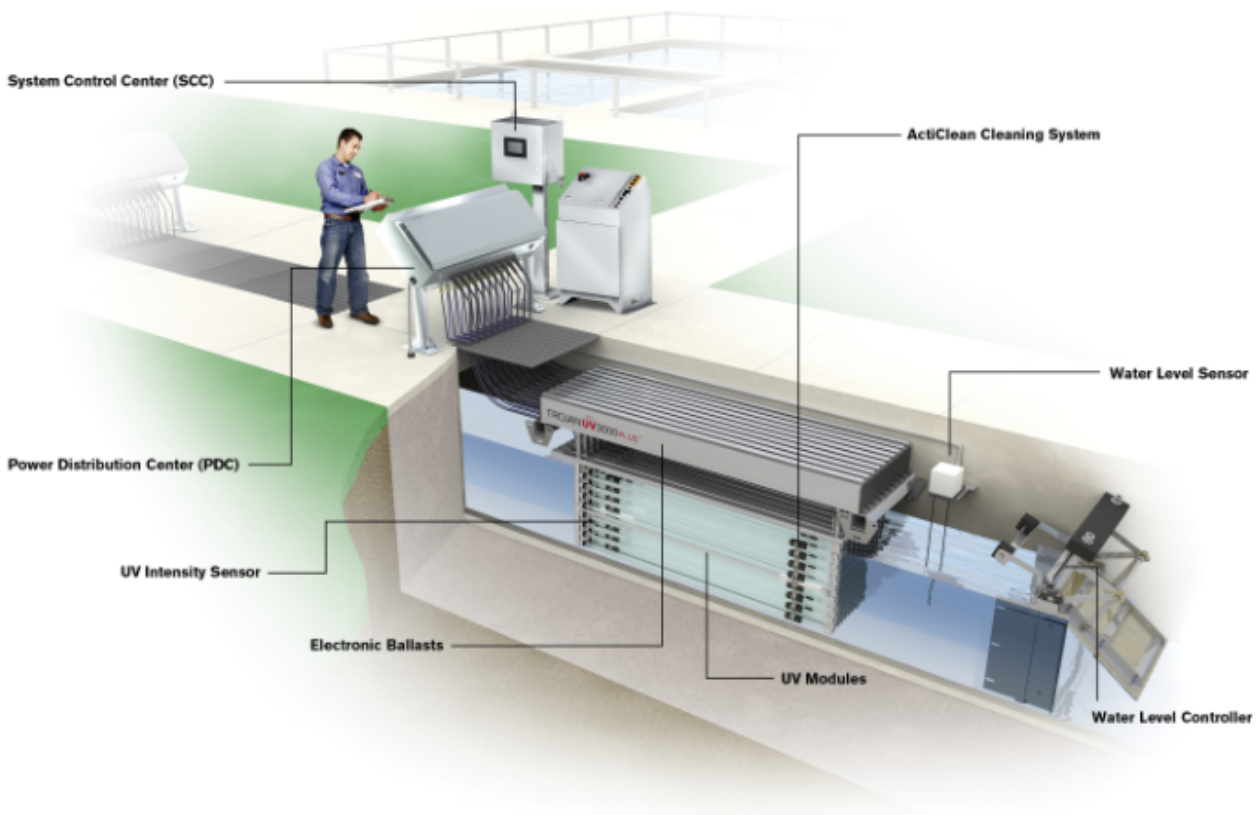
Total Capital Cost: : \$ 189,300.00 (USD)

This price excludes any taxes that may be applicable and is valid for 90 days from the date of this letter.

EQUIPMENT WARRANTIES

1. Trojan Technologies warrants all components of the system (excluding UV lamps) against faulty workmanship and materials for a period of 12 months from date of start-up or 18 months after shipment, whichever comes first.
2. UV lamps purchased are warranted for 12,000 hours of operation or 3 years from shipment, whichever comes first. The warranty is pro-rated after 9,000 hours of operation. This means that if a lamp fails prior to 9,000 hours of use, a new lamp is provided at no charge.
3. Electronic ballasts are warranted for 5 years, pro-rated after 1 year.

FEATURES & BENEFITS



Lifetime Performance Guarantee

Trojan offers an unparalleled Lifetime Performance Guarantee. The spirit of this guarantee is simple: the Trojan equipment, as sized for the project, will meet the disinfection requirements for the life of the system.

Validation

The TrojanUV3000Plus™ is fully validated. The Lifetime Performance Guarantee uses the same criteria that regulators and engineers advocate – independent, validated data. The TrojanUV3000Plus™ features:

- Disinfection proven in the real-world through bioassay validation and **more than 1300 installations** worldwide, guaranteeing permit compliance as well as public and environmental safety
- A validated **end-of-lamp-life factor of 98% after 12,000 hours** and the best lamp warranty in the industry.
- The most effective sleeve cleaning system – ActiClean-WW™ — maintains a validated sleeve transmittance of **at least 95% and operates automatically**

TrojanUV3000Plus™ Components

Power Distribution Center

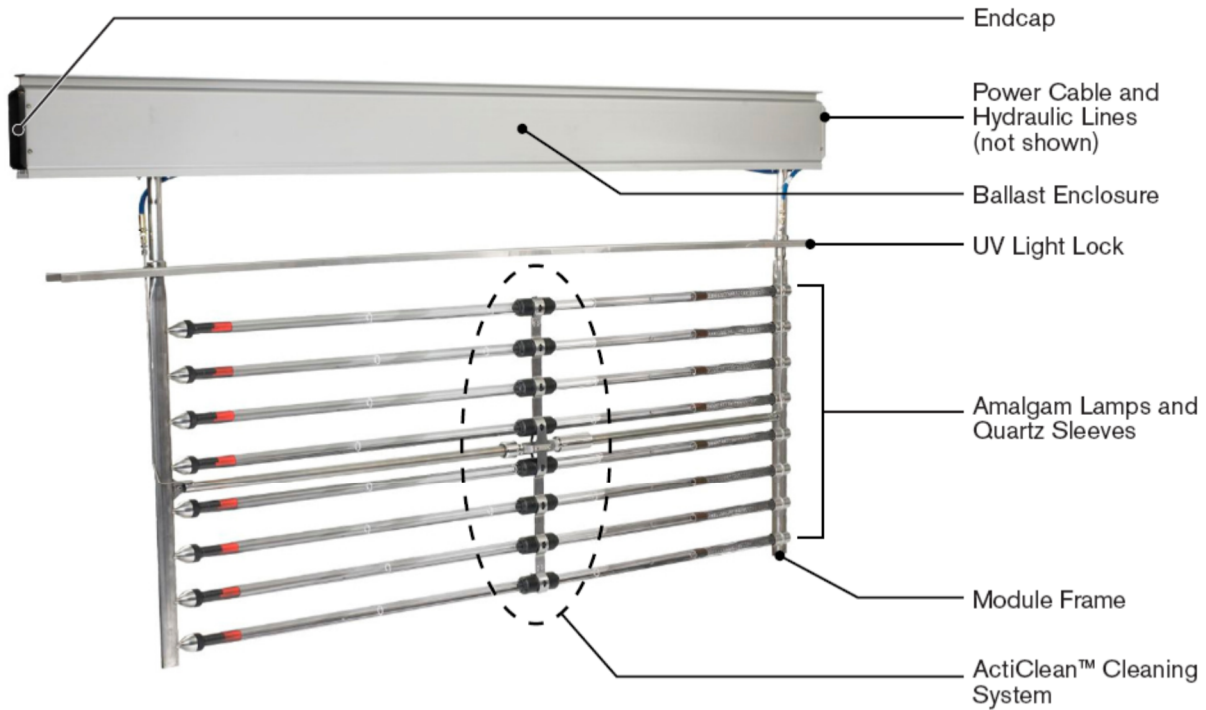
- Distributes power to each UV module
- Ergonomic, angled design provides easy access to module power cables, module fuses and interlock relays
- All surfaces are touch-safe, with separated high & low voltages

System Control Center

- Monitors and controls all UV functions, including dose pacing – the automatic, flow-based program that dims lamps to conserve power, while ensuring proper disinfection levels at all times
- User-friendly, touch-screen HMI display that are integrated into a stand-alone panel

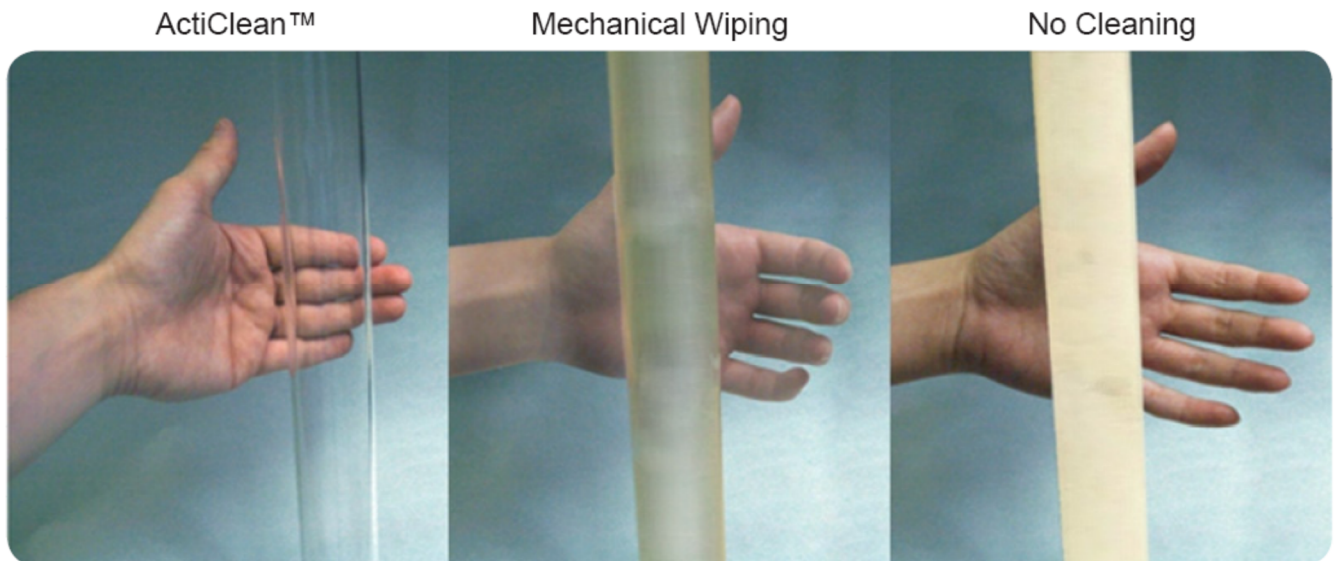
UV Module *(shown below)*

- UV modules are electrically separated from each other, allowing them to be individually removed for maintenance
- Horizontal lamps deliver optimal hydraulic performance and maximize wastewater exposure to UV light



ActiClean-WW™ and Hydraulic System Center

- Automated ActiClean-WW™ system – the industry's only chemical and mechanical sleeve cleaning system – reduces manual labor for operators
- UV modules are completely cleaned while operating in the channel – no need to remove modules for cleaning
- Hydraulically-driven ActiClean-WW™ cleaning system maintains at least 95% transmittance, ensuring the lamp and intensity sensor sleeves are clean and the system is consistently delivering an accurate dose



UV Lamps

- Lamps are warranted for 12,000 hours and are easily replaced in minutes without the need for tools
- Lamps maintain 98% of the original output after 12,000 hours of operation

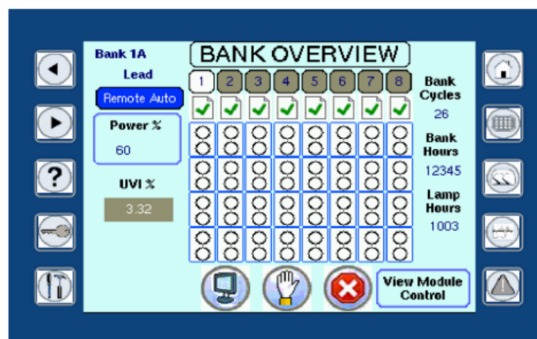


Ballasts

- Variable-output, electronic ballasts are housed right in the module, reducing the system footprint, minimizing installation time and costs, and eliminating the need for separate external cabinets
- Ballast enclosures are rated TYPE 6P (IP67) – air/water tight
- Ballasts are cooled by convection, eliminating the costs associated with air conditioning and forced-air cooling

CONTROLS PHILOSOPHY

All UV functions can be controlled through an operator-friendly, touch-screen located on the System Control Center (sample display shown on the right). The menu-driven interface simplifies access to all system functions, set points and alarms for fast, accurate monitoring and diagnostics. Discrete I/O or serial communication links are available for remote communication and monitoring by the plant's SCADA system. The System Control Center can be accessed through a remote dial-up modem to monitor, upload programs, and troubleshoot the system remotely from Trojan's Technical Assistance Center.



UV lamps are automatically “dimmed” and banks can be turned off during periods of no or low flows, thereby increasing the operating life of the lamps and reducing power consumption. This automated dose delivery is based on lamp age, flow rate and water quality parameters from optional sensors such as an on-line UV Transmittance monitor.

A low water level sensor is provided in each channel to extinguish UV lamps in the rare event of a critical low water level. This device is a safety mechanism to protect both the operators and the UV equipment.

SUPPORT AND SERVICE



- Local service and support available through your Trojan Representative
- Analytical support such as water analysis is offered by Trojan (e.g. Collimated Beam testing, TSS, UV Transmittance, particle size characterization, iron and hardness)
- Technical service assistance is available 24/7 through a toll-free number
- Stocking centers throughout the world ensure quick turn-around for replacement parts
- TrojanUV installations are serviced by a

global network of factory trained and certified technicians

Safety Advantages of UV Disinfection

- UV is a chemical-free process that adds nothing to the water but UV light
- UV requires no transportation, storage or handling of toxic or corrosive chemicals – a safety benefit for plant operators and the surrounding community
- UV treatment creates no carcinogenic disinfection by-products that could adversely affect quality of the water
- UV is highly effective at inactivating a broad range of microorganisms – including chlorine resistant pathogens like *Cryptosporidium* and *Giardia*

Cost Advantages of UV Disinfection

- Annual lamp replacement and electrical consumption comprise the operating costs of UV disinfection
- UV eliminates or reduces the immediate safety threat of chlorine gas without creating new long term costs associated with chemicals, transportation, delivery and handling
- Costs for leak response, administration, risk management, emergency planning and operator training are minimized or eliminated with UV

About Trojan Technologies

Trojan is recognized around the world as the leader in advanced UV water treatment technology and is committed to aggressively leveraging its proprietary expertise in a growing number of key market sectors. These markets include municipal drinking water, municipal wastewater, environmental contaminant treatment and residential applications, as well as the ultra-purification of water used in food and beverage manufacturing, pharmaceutical processing, and semi-conductor applications around the world.

Trojan's success is evident in more than 5,200 municipal UV disinfection facilities treating over 24 billion gallons a day – the largest installed base of UV systems in the world.

As a wholly-owned subsidiary of Danaher Corporation of Washington, D.C., Trojan designs, manufactures and sells UV systems for disinfection and advanced oxidation of municipal wastewater and drinking water, as well as for the industrial, commercial and residential markets.

Trojan System UV3000Plus™ Standard Specification
Alamosa Replacement

ULTRAVIOLET DISINFECTION EQUIPMENT

1.0 GENERAL

1.1 DESCRIPTION

A. Scope:

Furnish all labor, materials, equipment and appurtenances required to provide an open channel, gravity flow, low pressure high intensity ultraviolet lamp (UV) disinfection system complete with an automatic mechanical/chemical cleaning system and variable output electronic ballasts. The UV system to be complete and operational with all control equipment and accessories as shown and specified herein. This system will be capable of disinfecting effluent to meet the water quality standards listed in this section.

The ultraviolet disinfection system will be purchased from Trojan Technologies by the Contractor. The system to be installed by the Contractor and tested and commissioned by Trojan Technologies, as specified in this section. The Owner will consider alternates if all requirements of this specification are met without exception including Pre-qualification Requirements in section 1.2 Quality Assurance.

B. Related Work Specified Elsewhere:

1. Section ____ : Installed Concrete
2. Section ____ : Anchor Bolts, Expansion Anchors and Concrete Inserts
3. Section ____ : Electrical
4. Section ____ : Grating
5. Section ____ : Sluice Gates

1.2 QUALITY ASSURANCE

A. Pre-qualification Requirements: Any alternate UV manufacturer that is not named or listed as approved equal must submit the following 15 days prior to bid to be considered for approval:

1. To be considered, the manufacturer will be regularly engaged in the manufacture of UV systems with a proven track record of at least two hundred (200) operating installations of the proposed UV system.
2. The manufacturer will provide documentation of previous experience with municipal UV disinfection systems in wastewater applications with variable output electronic ballasts.
3. Pre-qualification submittals from manufacturers will include a complete and detailed proposal of equipment offered, including the number of lamps proposed and a detailed description of any exceptions taken to the specification.
4. To be considered, the manufacturer will submit a bioassay evaluation for the proposed reactor, without exception. The bioassay will have been completed by an independent third party and have followed protocols described in the NWRI Ultraviolet Disinfection Guidelines for Drinking Water and Water Reuse (May 2003) and/or applicable sections of the US EPA Design Manual – Municipal Wastewater Disinfection (EPA/625/1-86/021). The bioassay must demonstrate that the proposed UV system design and number of lamps will deliver the specified dose.
5. Independent certification of fouling factor and lamp aging factor must be submitted if values other than the specified default values are being proposed.

6. Documentation of UV manufacturer's service capabilities including location and experience.
7. Sample disinfection performance guarantee including scope and duration of guarantee.
8. All UV manufacturers will be required to pre-qualify, unless the manufacturer is the base bid manufacturer.

B. Design Criteria:

1. Provide equipment that will disinfect effluent with the following characteristics:
 - a) Current Peak Flow: 4.75 MGD(US)
 - b) Future Peak Flow: 0 MGD(US)
 - c) Minimum Flow: 1 MGD(US)
 - d) Total Suspended Solids: 30 mg/l (30 Day Average, grab sample)
 - e) Effluent Temperature Range: 33 to 85 °F (1 to 30 °C)
 - f) Ultraviolet Transmittance @ 253.7 nm: 65 %, minimum
 - g) Maximum Mean Particle Size: 30 microns
 - h) Effluent standards to be achieved: 6 000 /100 ml based on a 30 day Geometric Mean of daily samples for the effluent standard as specified in a) through g). Effluent standards will be guaranteed regardless of influent count to UV system.
2. The UV system is to be installed in 1 open channel(s) having the following dimensions:
 - a) Length: 25 ft 4 in
 - b) Width: 16 in
 - c) Depth: 48 in
3. The effluent depth in the channel will be
4. System configuration:
 - a) The UV system must fit within the UV channel as stated without modification.
 - b) The UV system configuration will be as follows:
 - Number of Channels: 1
 - Number of Banks per Channel: 2
 - Number of UV Modules per Bank: 4
 - Number of Lamps per UV Module: 6
 - Total Number of Lamps in the UV System: 48
 - Number of System Controllers: 1
 - Number of UV Detection Systems: 2
 - Number of Power Distribution Centers: 2
 - Number of Level Controllers: 1

C. Performance Requirements:

The ultraviolet disinfection system will produce an effluent conforming to the following discharge permit: 6 000 Fecal Coliform/100 ml, based on a 30 day Geometric Mean. Grab samples will be taken in accordance with the Microbiology Sampling Techniques found in *Standard Methods for the Examination of Water and Wastewater, 19th Ed*

1. Provide a UV disinfection system complete with UV Banks, System Control Center, Power Distribution Center(s), Support Racks(s) and Level Controller(s) as shown on the contract drawings and as herein specified.

The UV system will be designed to deliver a minimum UV dose of 30 mJ/cm² at peak flow, in effluent with a UV Transmission of 65 % at end of lamp life (EOLL) after reductions for quartz sleeve fouling. The basis for evaluating the UV dose delivered by the UV system will be the independent third party bioassay, without exception. Bioassay validation methodology to follow protocols described in NWRI *Ultraviolet Disinfection Guidelines for Drinking Water and Water Reuse* (May 2003) and/or applicable sections of the US EPA Design Manual – Municipal Wastewater Disinfection (EPA/625/1-86/021).

2. The UV Dose will be adjusted using an end of lamp life factor of 0.5 to compensate for lamp output reduction over the time period corresponding to the manufacturer's lamp warranty. The use of a higher lamp aging factor will be considered only upon review and approval of independent third party verified data that has been collected and analysed in accordance with protocols described in NWRI *Ultraviolet Disinfection Guidelines for Drinking Water and Water Reuse* (May 2003).
3. The UV Dose will be adjusted using a quartz sleeve fouling factor of 0.8 when sizing the UV system in order to compensate for attenuation of the minimum dose due to sleeve fouling during operation. The use of a higher quartz sleeve fouling factor will be considered only upon review and approval of independently verified data that has been collected and analysed in accordance with protocols described in NWRI *Ultraviolet Disinfection Guidelines for Drinking Water and Water Reuse* (May 2003).
4. Independent Validation for use of higher factors (lamp aging and sleeve fouling) must be submitted to the Engineer a minimum of fifteen (15) days prior to bid.
5. The system will be able to continue providing disinfection while replacing UV lamps, quartz sleeves, ballasts and while cleaning the UV lamp sleeves.
6. The system will be designed for complete outdoor installation.

1.3 SUBMITTALS

A. Submit for review, shop drawings showing the following:

1. Complete description in sufficient detail to permit an item comparison with the specification.
2. Dimensions and installation requirements.
3. Descriptive information including catalogue cuts and manufacturers' specifications for major components.
4. Electrical schematics and layouts.
5. Hydraulic calculations demonstrating compliance with the required hydraulic characteristics.
6. Independent bioassay validation and dosage calculations demonstrating compliance with the specified dose requirements.
7. Disinfection performance guarantee.

1.4 GUARANTEE

A. Equipment:

The equipment furnished under this section will be free of defects in material and workmanship, including damages that may be incurred during shipping for a period of 12 months from date of start-up or 18 months after shipment, which ever comes first.

B. UV Lamps:

The UV lamps to be warranted for a minimum of 12,000 hours when operated in automatic mode, prorated after 9,000 hours. On/off cycles are limited to four (4) per day.

C. Ballasts to be warranted for 5 years, prorated after 1 year.

2.0 PRODUCTS

2.1 MANUFACTURER

- A. The physical layout of the system shown on the contract drawings and the equipment specified herein are based upon the UV3000Plus™ System, as manufactured by Trojan Technologies, London, Ontario, Canada.
- B. If other equipment is proposed, the Contractor will demonstrate to the Engineer and the Owner that all requirements of materials, performance, and workmanship have been met or exceeded by the equipment proposed. Contractors proposing alternate manufacturers will be responsible for all costs associated with system evaluation and redesign including all electrical, mechanical and civil aspects of the installation.

2.2 DESIGN, CONSTRUCTION AND MATERIALS

- A. General:
 - 1. All module welded metal components in contact with effluent will be Type 316 stainless steel.
 - 2. All metal components above the effluent will be Type 304 stainless steel with the exception of the ballast enclosure, which is constructed of anodised aluminium.
 - 3. All wiring exposed to UV light will be Teflon™ coated.
 - 4. All wires connecting the lamps to the ballasts will be enclosed inside the frame of the UV Module and not exposed to the effluent. To be considered as an alternate, wires that are exposed to the effluent will be warranted for 15 years and will be Teflon™ coated to prevent degradation under constant exposure to UV light.
- B. Lamp Array Configuration:
 - 1. The lamp array configuration will be the uniform array with all lamps parallel to each other and to the flow.
 - 2. The system will be designed for complete immersion of the UV lamps including both electrodes and the full length of the lamp tube in the effluent.
- C. UV Module:
 - 1. Each UV module will consist of UV lamps with an electronic ballast enclosure mounted on a Type 316 stainless steel frame. To be considered as an alternate, ballasts housed in a separate enclosure located external to the channel will be equipped with a suitable air conditioning system, supplied by the UV manufacturer, to maintain internal enclosure temperatures below 80°F (26°C). No forced air ventilation will be allowed.
 - 2. Each lamp will be enclosed in its individual quartz sleeve, one end of which will be closed and the other end sealed by a lamp end seal. To be considered as an alternate, lamp quartz sleeves that are open at both ends will be supplied with twice the amount of specified spare seals and lamps.
 - 3. The closed end of the quartz sleeve will be held in place by means of a retaining O-ring. The quartz sleeve will not come in contact with any steel in the frame.
 - 4. The ends of the lamp sleeve will not protrude beyond the stainless steel frame of the UV Module.
 - 5. Lamp wires will terminate in the electronic ballast enclosure located at the top of the UV Module.
 - 6. All lamp to ballast connections will be made by and tested by the UV Manufacturer.
 - 7. The electronic ballast enclosure will contain the electronic ballasts and addressable lamp status monitoring systems.
 - 8. Each UV Module will be connected to a receptacle on the Power Distribution Center.

9. At the point of exit from the UV Module frame the multi conductor cable will pass through a waterproof strain relief.
10. Each UV module will have a rating of Type 6P.

D. UV Lamps:

1. Lamps will be high intensity low pressure amalgam design. The lamp will be preheated to promote longevity. Lamps that are not amalgam or that are based on driving a low pressure lamp at amperages greater than 500 milliamps will not be allowed.
2. The filament will be of the clamped design, significantly rugged to withstand shock and vibration.
3. Electrical connections will be at one end of the lamp and have four pins, dielectrically tested for 2,000 Vrms. Lamps that do not have 4 pins will be considered instant start. To be considered as an alternate, instant start lamp systems will supply replacement spare lamps equal to 50% of the total number of lamps in the system.
4. Lamps will be operated by electronic ballasts with variable output settings.

E. Lamp End Seal and Lamp Holder:

1. The open end of the lamp sleeve will be sealed by means of a sleeve nut which threads onto a sleeve cup and compresses the sleeve O-ring.
2. The sleeve nut will have a knurled surface to allow a handgrip for tightening. The sleeve nut will not require any tools for removal.
3. The lamp will be held in place by means of a moulded lamp holder that will incorporate two seals. The lamp holder will incorporate a double seal against the inside of the quartz sleeve to act in series with the external O-ring seal.
4. The second seal on the lamp holder will isolate and seal the lamp from the module frame and all other lamps in the module.
5. In the event of a quartz sleeve fracture the two seals of the lamp holder will prevent moisture from entering the lamp module frame and the electrical connections to the other lamps in the module.
6. The lamp holder will also incorporate a UV resistant PVC moulded stop that will prevent the lamp sleeve from touching the steel sleeve cup.

F. UV Lamp Quartz Sleeves:

1. Type 214 clear fused quartz circular tubing as manufactured by General Electric or equal.
2. Lamp sleeves will be domed at one end.
3. The nominal wall thickness will be 1.5 mm.

G. UV Module Support Rack:

1. The UV module support rack will be minimum Type 304 stainless steel and be mounted above the effluent in the channel allowing adjustment to the precise height of the channel.

H. Effluent Level Controller:

1. Automatic Level Controller
 - a) Located at the discharge end of the UV channel.
 - b) Designed to maintain a minimum effluent level, within minimal variations as required to keep lamps submerged.
 - c) Constructed of Type 304 stainless steel, and other non-corroding materials. Counterweights to be constructed of galvanized mild steel.

I. Low Water Level Sensor:

1. One low water level sensor will be provided by the UV Manufacturer for each UV channel.
2. During manual, automatic and remote modes of system operation, the water level sensor will ensure that lamps extinguish automatically if the water level in the channel drops below an acceptable level.
3. The low water level sensor will be powered by the Power Distribution Center.

J. Electrical:

1. Each UV module within a bank will be powered from the bank's dedicated Power Distribution Center.
2. UV manufacturer to supply all cabling and conduit between lamps and ballasts.
3. UV manufacturer to perform all terminations between lamps and ballasts.
4. Each electronic ballast within a UV module will operate two lamps.
5. Power factor will not be less than 98% leading or lagging.
6. Electrical supply to each Power Distribution Center will be 208V / 60Hz, or 480V / 60 Hz., 3 phase, 4 wire, plus ground, 8 kVA.
7. Electrical supply to the Hydraulic System Center will be 208V / 60Hz or 480V / 60 Hz, 3 phase, 4 wire, plus ground, 2.5 kVA.
8. Electrical supply for the water level sensor will be provided by the PDC and be 12 Volt DC.
9. Electrical supply to the System Control Center will be 110-240V 1 Ph, 2 Wire + Gnd, 50/60 Hz, 1500 VA.

Note to Specifier: The UV System electrical panels are not provided with electrical disconnects. Each electrical power supply should be provided with a separate disconnect to be supplied under the electrical contract.

K. Power Distribution Center:

1. Power distribution will be through environmentally sealed receptacles on the PDCs to allow for local connection of UV modules.
2. Data concentration will be through integrated circuit boards located inside the Power Distribution Center.
3. PDC enclosure material will be Type 304 Stainless Steel - Type 4X (IP66).
4. All internal components will be sealed from the environment.
5. All Power Distribution Centers to be UL listed and UL listed to Canadian safety standards or equivalent with a rating of Type 4X.
6. One separate sealed Power Distribution Center will be provided per bank of lamps.

To be considered as an alternative, systems that have ballasts mounted in cabinets, the UV manufacturer will provide one complete cabinet for each bank of lamps, to ensure that each bank is electrically isolated for safety during maintenance and to provide redundancy under average flow conditions.

L. Control and Instrumentation:

1. System Control Center (SCC):

- a) The operation of the UV3000Plus™ is managed at the SCC by a Touch Smart based controller which continuously monitors and controls the system functions

- b) The operator interface display screen will be menu driven with automatic fault message windows appearing upon alarm conditions. Operator Interface will be Touch Smart (7") Colour
- c) Alarms will be provided to indicate to plant operators that maintenance attention is required or to indicate an extreme alarm condition in which the disinfection performance may be jeopardized. The alarms will include but not be limited to:
 - i) Lamp Failure
 - ii) Multiple Lamp Failure
 - iii) Low UV Intensity
 - iv) Module Communication Alarm
- d) The 100 most recent alarms will be recorded in an alarm history register and displayed when prompted.
- e) Bank status will be capable of being placed either in Manual, Off or Auto mode.
- f) Elapsed time of each bank will be recorded and displayed on the display screen when prompted.
- g) Modbus Ethernet serial communication link to the plant SCADA system will be provided
- g) Optional: Digital I/O modules will be provided to remotely indicate status and alarms such as:
 - i) Alarm conditions (major, critical)
 - ii) Bank Status (one for each UV bank supplied)

M. UV Detection System:

- 1. A submersible UV sensor will continuously monitor the UV intensity produced in each bank of UV lamps.
- 2. The sensor will measure only the germicidal portion of the light emitted by the UV lamps. The detection system will be factory calibrated. Detection systems that can be field calibrated will not be permitted.

N. Dose-Pacing:

- 1. A dose-pacing system will be supplied to modulate the lamp UV output in relationship to a 4-20 mA DC signal from an effluent flow meter (by Others).
- 2. The system to be dose-paced such that as the flow and effluent quality change, the design UV dose is delivered while conserving power.
- 3. The dose-pacing system will allow the operator to vary the design dose setting. Logic and time delays will be provided to regulate UV bank ON/OFF cycling.

O. Hydraulic System Center (HSC):

- 1. One (1) HSC will be supplied to house all components required to operate the automatic cleaning system.
- 2. Enclosure material of construction will be Type 304 Stainless Steel - Type 4X (IP66) (S).
- 3. The HSC will contain a hydraulic pump complete with integral 4-way valve and fluid.

P. Cleaning System:

- 1. An automatic cleaning system will be provided to clean the quartz sleeves using both mechanical and chemical methods. Wiping sequence will be automatically initiated with capability for manual override.

2. The cleaning system will be fully operational while UV lamps and modules are submerged in the effluent channel and energized.
3. Cleaning cycle intervals to be field adjustable.
4. Remote Manual and Remote Auto cleaning control options will be provided.
5. The cleaning system will be provided with the required solutions necessary for initial equipment testing and for equipment start-up.

To be considered as an alternate, systems that use only mechanical wiping must have the ability to periodically be cleaned out of channel using a chemical bath. Out of channel cleaning will include lifting slings, removable banks, cleaning tanks, agitation system and air compressors, as required. The UV manufacturer will be responsible for supplying all equipment including any equipment not specifically listed required to perform out of channel chemical cleaning. Contactor will be responsible for installation.

Q. Module Lifting Device: **(Optional)**

1. One Davit crane, base and lifting sling will be supplied to assist in removing individual modules from the effluent channel.
2. Lifting device will be a crane with hand winch and will include an adjustable boom to ensure adequate reach and height.
3. Lifting device to include a swivel handle for rotation and positioning.
4. Crane and base will be supplied by the Manufacturer and will be installed by the Contractor.

Note to Specifier: If the plant wishes to manually sample the UV Transmission of the effluent, a Photometer should be specified.

R. Photometer: **(Optional)**

1. A single beam UV photometer with front panel and 100% transmittance control adjustment will be supplied to measure the UV transmittance of effluent.
2. The range will be 0 - 100% transmittance with a wavelength accuracy monitoring ± 0.16 half band width.

Note to Specifier: The below channel reduction baffles can be specified or alternately the contractor can also reform and pour the channel to the correct width)

S. Channel Reduction Baffle **(Optional)**

1. Channel reduction baffles are required to reduce the current channel width of 36" to 24".
2. One 12" wide 304SS baffle will be supplied per bank
3. The installation contractor is responsible for locating, fastening, and sealing the baffles in the channel per the installation instructions.

T. Spare Parts:

The following spare parts and safety equipment to be supplied.

1. 6 UV Lamps
2. 6 Quartz Sleeves
3. 6 Lamp Holder Seals
4. 2 Ballasts
5. 6 Wiper seals
6. 1 Gal Acti-clean cleaning solution

7. 1 Operators kit including face shield, gloves and cleaning solution.

3.0 EXECUTION

3.1 INSTALLATION

In accordance with contract drawings, manufacturers' shop drawings and instructions.

3.2 MANUFACTURER'S SERVICES

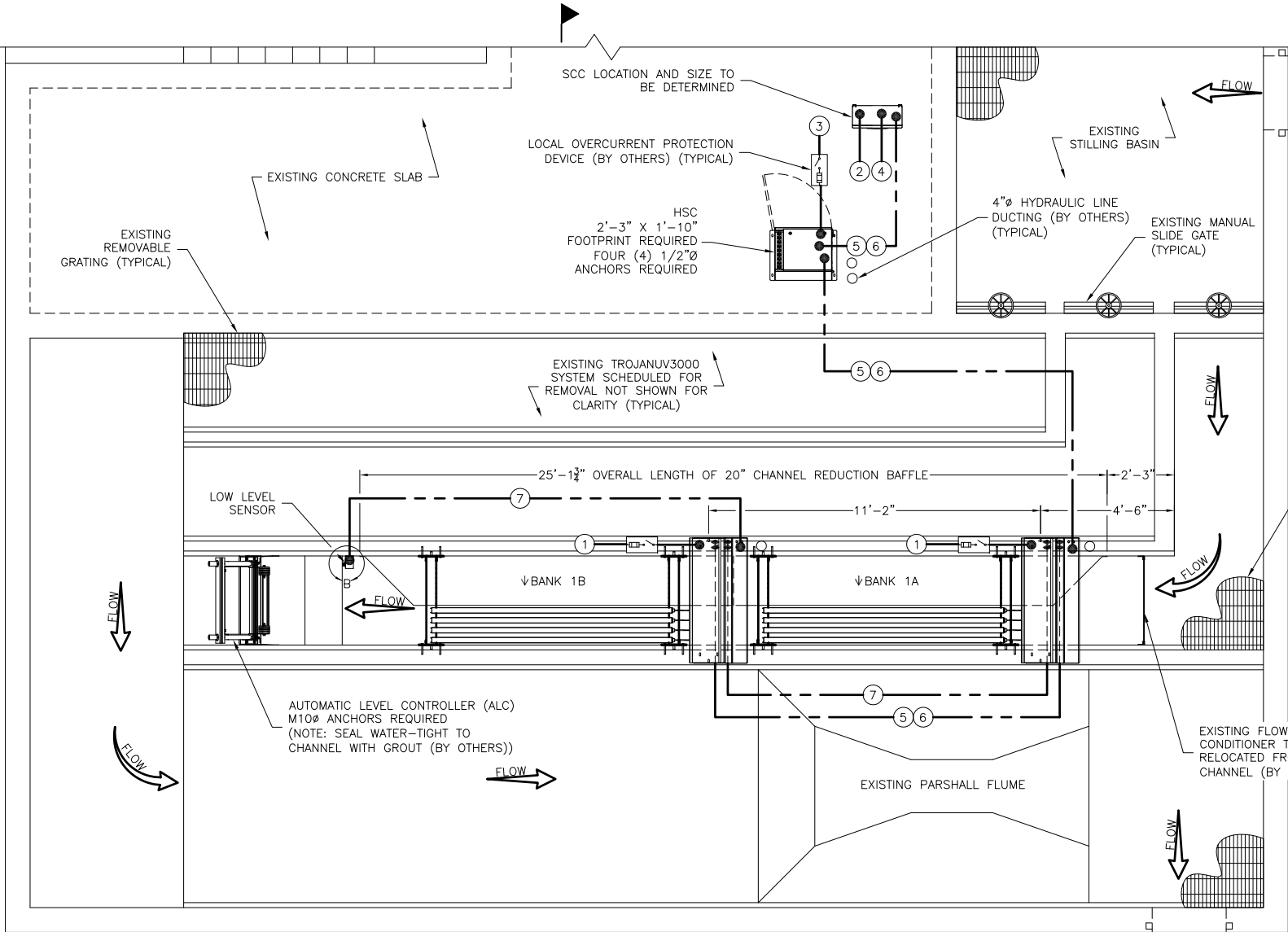
- A. Installation assistance and certification: As required for proper installation prior to start up.
- B. Start-up and field testing: 2 full days on site, including all travel expenses.
- C. Operator Training: 1 full day on site.
- D. Warranty Service: As required during the warranty period.

TROJAN UV3000 PLUS™
EQUIPMENT INTERCONNECTIONS

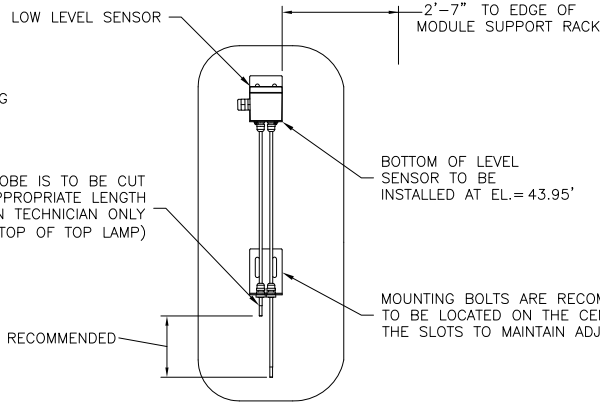
No.	DESCRIPTION	FROM	TO
1	POWER DISTRIBUTION CENTER (PDC) POWER SUPPLY 208Y/120V, 3 PHASE, 4 WIRE + GROUND 6.2 kVA/PDC POWER DRAW 19.2 AMPS MAXIMUM CURRENT/PHASE	DISTRIBUTION PANEL (DP) (BY OTHERS) (NOT SHOWN)	PDC
2	SYSTEM CONTROL CENTER (SCC) "TOUCH SMART" POWER SUPPLY 110-240V, 1 PHASE, 2 WIRE + GROUND 1.36-0.625 AMPS, 0.15 kVA	DISTRIBUTION PANEL (DP) (BY OTHERS) (NOT SHOWN)	SCC
3	HYDRAULIC SYSTEMS CENTER (HSC) POWER SUPPLY 208V, 3 PHASE, 3 WIRE + GROUND, 2.5 kVA	DISTRIBUTION PANEL (DP) (BY OTHERS) (NOT SHOWN)	HSC
4	FLOW METER 4-20 mA, DC ANALOG INPUT (BY OTHERS)	FLOW METER PANEL (NOT SHOWN) (BY OTHERS)	SCC
5	GROUND LINK 14 AWG TYPE TWH STRANDED	SCC	PDC(s) THRU HSC (DAISY CHAINED)
6	MODBUS 1 SHIELDED TWISTED PAIR	SCC	PDC(s) THRU HSC (DAISY CHAINED)
7	DISCRETE LOW LEVEL SIGNAL 12 VDC 2 CONDUCTORS	LOW LEVEL SENSOR	PDC(s) (DAISY CHAINED)

- NOTES:
- : DO NOT SLOPE CHANNEL FLOOR.
 - : CHANNEL WIDTH & DEPTH MUST BE KEPT WITHIN A TOLERANCE OF + OR - ¼".
 - : ANCHOR BOLTS ARE NOT SUPPLIED BY TROJAN TECHNOLOGIES.
 - : SYSTEM CONDUIT, WIRING, DISTRIBUTION PANELS & INTERCONNECTIONS BY OTHERS.
 - : ELECTRICAL REQUIREMENTS SHOWN ARE TO SUPPLY TROJAN UV EQUIPMENT ONLY.
 - : ELECTRICAL INRUSH FACTOR TO BE ADDED AS PER LOCAL CODE.
 - : REMOVABLE GRATING SECTIONS SHALL BE EASILY REMOVED BY ONE PERSON. MAXIMUM WEIGHT OF THE SECTIONS SHALL BE IN ACCORDANCE WITH REQUIREMENTS OF THE APPLICABLE JURISDICTION.
 - : CONTRACTOR TO REVIEW ALL TROJAN TECHNOLOGIES INSTALLATION INSTRUCTIONS PRIOR TO EQUIPMENT INSTALLATION.
 - : EFFLUENT LEVELS SHOWN REFLECT HYDRAULICS ASSOCIATED WITH TROJAN EQUIPMENT ONLY. EFFLUENT LEVELS MAY BE ALTERED DUE TO CHANNEL DEBRIS OR GEOMETRY.
 - : GRATING IMMEDIATELY ABOVE UV MODULES TO BE OPEN TYPE (EG. PERFORATED) TO ALLOW ADEQUATE COOLING OF THE UV MODULES.
 - : CONDUIT RUN BETWEEN HSC AND PDC(s) IS 45" MAXIMUM.
 - : HSC HYDRAULIC ENTRANCE(S) NOT BE MORE THAN 1'-0" BELOW PDC MOUNTING ELEVATION TO PREVENT HSC PUMP FLOODING.
 - : TOLERANCE AT ALC IS CHANNEL WIDTH +1".
 - : SITE TO PROVIDE APPROVED (ENGINEERED) ANCHOR POINTS FOR PERSONNEL TO USE AS PART OF THEIR FALL RESTRAINT SYSTEM AROUND OPEN CHANNELS. THE ANCHOR POINTS MUST BE POSITIONED SO THAT THE PREFERRED RETRACTABLE LIFELINE OF 8 FEET IS OF SUFFICIENT LENGTH TO ACCESS THE WORK AT THE CHANNEL.

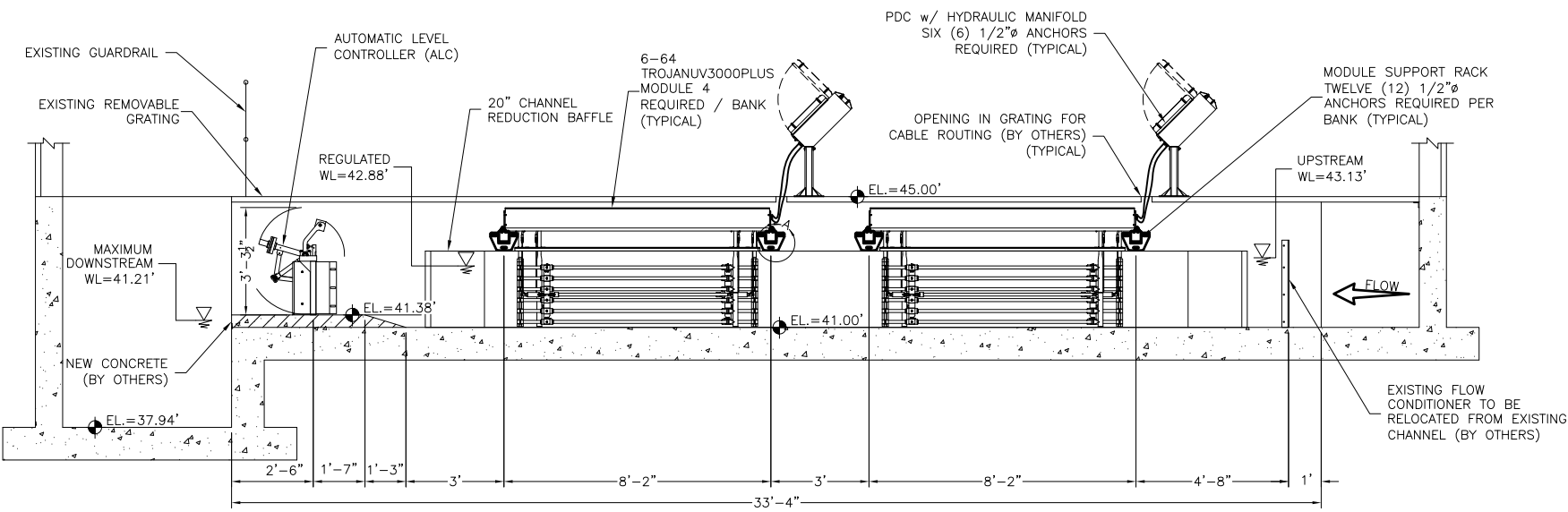
DEVIATIONS:
: UPSTREAM WL IS 43.13' NOT 43.09' AS PER CONTRACT DRAWING FIGURE 2-1: HYDRAULIC PROFILE.



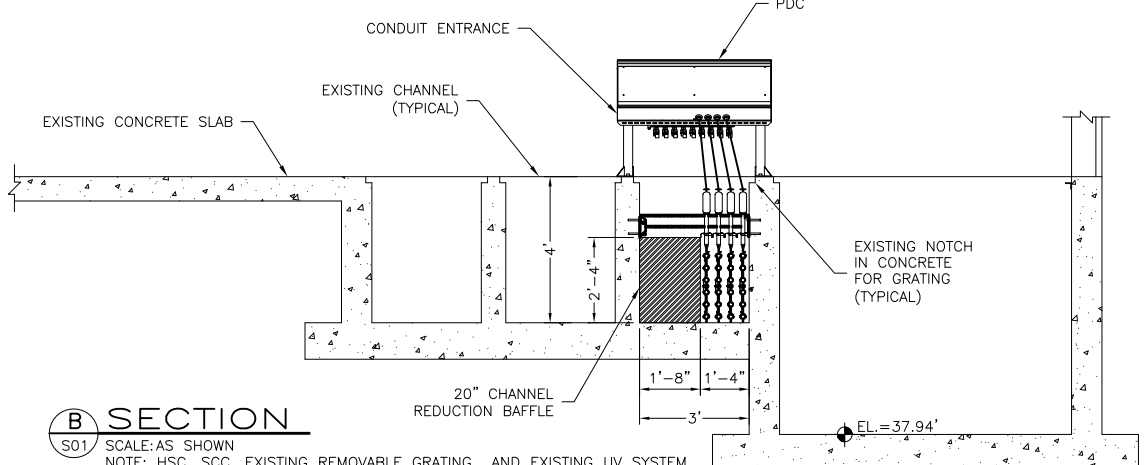
PLAN VIEW
SCALE: AS SHOWN



DETAIL A
SCALE: NOT TO SCALE



SECTION A
SCALE: AS SHOWN
NOTE: EXISTING TROJANUV3000 EQUIPMENT BEYOND NOT SHOWN FOR CLARITY.



SECTION B
SCALE: AS SHOWN
NOTE: HSC, SCC, EXISTING REMOVABLE GRATING AND EXISTING UV SYSTEM NOT SHOWN FOR CLARITY.

PRELIMINARY, NOT
FOR CONSTRUCTION
VERIFY DIMENSIONS BEFORE COMMENCING CIVIL OR DESIGN WORK

DESIGN CRITERIA	PEAK FLOW 4.75 MGD
	U.V. TRANSMITTANCE AT 253.7 nm 65 %
	SUSPENDED SOLIDS 30 mg/L (30 DAY AVERAGE)
	DISINFECTION STANDARD 6000 FC/100mL (30 DAY GEO. MEAN)

TROJAN UV
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DESCRIPTION:	LAYOUT, TROJANUV3000PLUS ALAMOSA REPLACEMENT CO	QUOTE NO. 211826
DRAWN BY : MC	DATE : 17FE21	PROJECT NO. N/A
CHECKED BY : AMP	DATE : 17FE27	DWG NO. S01
APPROVED BY : GK	DATE : 17FE27	REV. A
SCALE (11x17) : 3/16"=1'-0"	LOG NUMBER : N/A	

UV System Comparison				
System	Purchase Price	Estimated Twenty Year Electrical Cost	Advantages	Disadvantages
<i>Trojan UV 3000 Plus</i>	\$189,300	\$223,998	Good reputation in Colorado. Fewer total number of lamps. Small system power draw.	Ballasts located atop module. Chemical for wiper system is corrosive. Overall system cost.
<i>CalgonCarbon C3500D</i>	\$245,000	\$537,595	Fewer total number of lamps. Bank redundancy. Non-chemical wiper system.	Largest power draw of all systems. Limited spare part kit included. Highest overall system cost.
<i>Glasco GLOW-6000</i>	\$135,000	\$287,464	Small system power draw. Fewer number of lamps. Low upfront capital cost.	Limited reputation in Colorado. Slow response time for design and operational questions.
<i>Wedeco TAK Smart</i>	\$102,000	\$373,330	Fewer total number of lamps. Low upfront capital cost. Ballast included inside cabinet.	Larger power draw than other systems. Gouging of the channel walls and bottom required.
<i>Neotec UV System</i>	\$151,800	\$382,663	Ballast located inside cabinet. Non-chemical wiper system. No proprietary circuit boards.	Manufactured in South Korea. Higher number of lamps. No spare part kit included.

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

First Reading, Ordinance No. 14-2017, an ordinance approving an intergovernmental agreement with State of Colorado, Department of Higher Education, by and through the State Board for Community Colleges and Occupational Education, for the use and benefit of Trinidad State Junior College to provide security services for the Trinidad State Alamosa Campus from the Alamosa Police Department

Recommended Action:

Staff recommends that Council approve Ordinance 14-2017 and set the matter for public hearing on July 5, 2017.

Background:

Dr. Simone approached staff about a potential partnership to provide security services to the TSJC Valley Campus similar to the partnership with the City of Trinidad for the Trinidad Campus. Based on initial conversations, staff feels that TSJC and the City would both benefit from a partnership. Based on City Council support, staff worked with TSJC to draft the attached contract that addresses the expectations of a dedicated FTE and funding considerations.

Issue Before the Council:

Does Council wish to approve Ordinance No. 14-2017 an intergovernmental agreement with TSJC for the provision of campus security?

Alternatives:

Council can approve Ordinance No. 14-2017 as written or provide further direction to staff.

Fiscal Impact:

The agreement is written so that TSJC reimburses the City for the costs of hiring, equipping and paying the officer.

Legal Opinion:

The City Attorney will be present for any questions.

Conclusion:

Staff feels that the attached agreement benefits both TSJC and the City of Alamosa.

ATTACHMENTS:

Description	Type
▣ Ordinance	Ordinance
▣ Contract	Backup Material

ORDINANCE NO. 14 - 2017

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH
STATE OF COLORADO, DEPARTMENT OF HIGHER EDUCATION, BY AND
THROUGH THE STATE BOARD FOR COMMUNITY COLLEGES AND
OCCUPATIONAL EDUCATION, FOR THE USE AND BENEFIT OF TRINIDAD
STATE JUNIOR COLLEGE TO PROVIDE SECURITY SERVICES FOR THE
TRINIDAD STATE ALAMOSA CAMPUS FROM THE ALAMOSA POLICE
DEPARTMENT**

WHEREAS, the City of Alamosa Police Department and Trinidad State Junior College have been in discussions for the City of Alamosa Police Department to provide security services for the Alamosa Campus of Trinidad State Junior College; and

WHEREAS: public safety and crime prevention is enhanced by the presence of a police officer at the Trinidad State Junior College Campus, where the officer can gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a disruptive influence to the school and/or students; and

WHEREAS: Article XIV, Section 18 of the Colorado Constitution and C.R.S. Section 29-1-201, *et seq.*, encourages, permits and authorizes intergovernmental agreements to accomplish mutually beneficial objectives such as shared public safety dispatch services; and

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

Section 1. Approval of Intergovernmental Agreement. The Intergovernmental Agreement between the State of Colorado, Department of Higher Education, by and through the State Board for Community Colleges and Occupational Education, for the use and benefit of Trinidad State Junior College and the City of Alamosa Police Department attached to this Ordinance is hereby adopted and approved, and the Mayor and City Manager are directed to execute Agreement on behalf of the City of Alamosa;

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

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

Section 4. Publication and Effective Date. This ordinance shall take effect ten (10) days after publication following final passage. Publication both before and after final passage shall be by the title of this ordinance, which Council determines constitutes a sufficient summary

of the ordinance, together with the statement that the full text of the ordinance is available for public inspection and acquisition on the City's website and in the office of the City Clerk.

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

INTRODUCED, READ AND APPROVED on first reading the 6th day of July, 2016, and ordered published by title and reference as provided by law with notice of a public hearing to be held for consideration of the adoption of said ordinance on the 20th day of July, 2016, at 7:00 p.m., or as soon thereafter as the matter may be heard, or on such subsequent date to which the public hearing or Council consideration may be continued.

APPROVED, AND ADOPTED after public hearing the 5th day of July, 2017.

CITY OF ALAMOSA

By _____
Josef P. Lucero, Mayor

ATTEST:

Holly Martinez, City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July 1, 2017, by and between the CITY of Alamosa, Colorado a political subdivision and municipal corporation of the State of Colorado (the "City", "Contractor" or "Vendor"), and the State of Colorado, Department of Higher Education, by and through the State Board for Community Colleges and Occupational Education, for the use and benefit of Trinidad State Junior College (the "College" or "State" or "School") collectively known as the "Parties."

WITNESSETH:

WHEREAS, pursuant to Section 23-60-205, C.R.S., the College is part of the Colorado system of community and technical colleges; and

WHEREAS, through the State Board for Community Colleges and Occupational Education, the College has the ability to construct, lease, or otherwise provide facilities, Section 23-60-302(b), C.R.S.; and

WHEREAS, the City is a political subdivision and municipal corporation of the State of Colorado whose boundaries include the College Campus ("Campus"); and

WHEREAS, Local governments are authorized and encouraged to contract with one another to provide any function, service, or facility, including the sharing of costs, C.R.S. Section 29-1-201 — 29-1-206; and

WHEREAS, the City may, enter into contracts or agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, or for furnishing or receiving commodities or services, and

WHEREAS, the College desires to engage the City of Alamosa Police Department for performance of security services for the campus and grounds of the College, including , parking lots, , and all other College property within close proximity to, and within, the campus of the College. The City of Alamosa Police Department is willing to dedicate an Officer for such a purpose for good and valuable consideration herein referenced; and

NOW, THEREFORE, in consideration of the foregoing recital and the mutual covenants contained herein, the parties hereby agree as follows:

1. **Term and termination:** The Parties respective performances under this Agreement shall commence on the later of the Effective Date or August 1, 2017. The term of this agreement shall be for a one year period, with an automatic renewal for two additional years upon the same terms and conditions, unless terminated as further set forth below. Unless sooner terminated, this agreement shall lapse and expire three years from the date of the execution of said agreement. Either party may terminate this agreement for any reason upon 60 days written notice to the other party of its intent to terminate the

agreement. In the event the agreement is terminated early, each party shall pay the amount due and owing the other party within 30 days of such termination.

2. **Effective Date and Notice Of Nonliability:** This Contract shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.
3. **Purpose:** The College and the City have certain responsibilities for the safety of the staff, students and visitors of the College. They recognize that cooperative and effective interaction is imperative to the successful accomplishment of their collective mission. This agreement serves as an operational framework for their ongoing and cooperative public safety efforts.
4. **The Campus:** The campus is generally defined as property owned, leased or used by the College in furtherance of its educational purposes.
5. **Security Services:** The services provided by the City shall consist of the following:
 - (a) Throughout the day, Monday through Friday, an Alamosa Police Officer shall be assigned and dedicated to provide general security services to the College by being assigned to, and responsible for, security upon the campus of Trinidad State Junior College. This assignment shall be for the hours of 1:30 a.m. to 9:30 p.m., Monday through Thursday and 10:00 p.m. to 6 p.m. on Friday.
 - (b) At times other than these specified hours, the Alamosa Police Department will provide routine patrol of the Trinidad State Junior College Campus.
 - (c) Unless scheduled for training, vacation, or needed elsewhere by the City of Alamosa Police Department, a police officer will be present within the campus of the College for the hours specified. The police officer during these hours will endeavor to maintain as high of a law enforcement presence as one officer can, including regular patrol and monitoring of the most heavily frequented and trafficked areas by students and faculty of the College. During times of non-coverage the City agrees to provide an officer that will provide a walk-through of the campus and buildings twice per day.
 - (d) The City agrees to remain flexible in the assigned hours if the College has a special event that may require security coverage.
 - (e) A schedule of duties is provided as Exhibit A.
6. **Additional Services:** Any additional security arrangements shall be agreed upon by the parties separately and in writing.

7. **Uniforms, Equipment and Vehicles:** The City shall provide uniforms and equipment for the officer and furnish the vehicle for the use of the officer dedicated to providing campus security. Potential expenses the City may incur, but are not limited to, are provided in Exhibit B. Notwithstanding the foregoing, the amount payable by the College to the City shall not exceed the maximum amounts set forth in paragraph 10 (below), unless this Agreement is modified in writing and signed by both Parties. All uniforms, equipment and vehicles shall be the sole property of the City of Alamosa Police Department.

In the event the Parties negotiate a renewal or extension of this agreement beyond the three year terms contemplated herein, the Parties understand that there may be a need to adjust not only the compensation, but also there may be a need for additional cost sharing for uniforms and equipment for the same or a different dedicated officer.

8. **Training:** The City, through the City of Alamosa Police Department, shall provide and ensure proper training of the officer or officers providing security services. Such training shall be in accordance with the Colorado Peace Officer Standards and Training.
9. **Supervision:** The additional officer hired by the City to enable the furnishing of security services shall be solely under the supervision of the City of Alamosa Police Department and the City. The College understands that, while the Officer is assigned to provide security at the College, he or she will be under the exclusive authority and control of the Alamosa Police Department and Alamosa Municipal Government.
10. **Compensation:** In return for the security services provided by the City, the sum of \$15,776.35 will be paid the first month and \$4,583.33 per month shall be paid each month thereafter to the City by the College, beginning on the first day of August, 2017 and ending the last day of June, 2018, to cover the salary, benefits, training and equipment of the assigned officer. This amount will increase to \$ 4,699.71 per month for the second year with the twelfth payment being \$8,099.71, July 1, 2018 to June 30, 2019, of the contract and \$ 4,811.17 for the third year, July 1 2019 to June 30, 2020, of the contract. The maximum amount payable by the State to Contractor during each State fiscal year of this Contract shall be:

\$64,656.35in FY18
\$59,796.52 in FY19
\$57,734.04 in FY20

11. **Exigent Circumstances:** The parties agree that, from time to time, exigent circumstances may exist that may prevent the timely provision of services as set forth in Paragraph 4 of this Agreement. The City shall not be held liable for failure to provide security services due to exigent circumstances or other circumstances beyond the control of the City.
12. **No Waiver of Rights.** A waiver by either party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
13. **Assignment.** The Parties understand and agree that this Agreement is not assignable or transferable by either party by operation of law or otherwise without the prior written approval of the other party.
14. **Severability.** Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the Parties hereunder.
15. **Written Amendment Required.** This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the City and the college.
16. **Notices.** Notices, as referred to in this Agreement, shall be sent to:

City: Heather Brooks, City Manager
City of Alamosa
300 Hunt Ave.
Alamosa, CO 81101

College: Dr. Carmen Simone
Trinidad State Junior College
600 Prospect St.
Trinidad, CO 81082

17. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.
18. **FERPA Compliance.** Vendor agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99). Vendor shall not use or disclose confidential information received from or on behalf of School (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by School. Vendor agrees not to use confidential information for any purpose other than the purpose for which the disclosure was made. Upon termination, cancellation, expiration or other conclusion of the Agreement, Vendor shall return all confidential information to School or, if return is not feasible, destroy any and all confidential information. If Vendor destroys the information, it shall provide School with a certificate confirming the date of destruction of the data. Vendor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted confidential information received from, or on behalf of School or its students. These measures will be extended by contract to all subcontractors used by Vendor. Vendor shall, within one day of discovery, report to School any use or disclosure of confidential information not authorized by this Agreement or in writing by School. Following this report, Vendor will conduct a timely and thorough investigation in an attempt to identify: (i) the nature of the unauthorized use or disclosure, (ii) the data used or disclosed, and (iii) who made the unauthorized use or received the unauthorized disclosure. At the conclusion of this investigation, Vendor will furnish a confidential written report to School indicating the results of the investigation, what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and what corrective action Vendor has taken or shall take to prevent future similar unauthorized use or disclosure.
19. **Extent of Agreement.** This Agreement constitutes the entire agreement of the parties hereto. The parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein; that this Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof; and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration of one another.
20. **Special Provisions.** These Special Provisions apply to all contracts except where noted in italics.

- (a) CONTROLLER'S APPROVAL. CRS §24-30-202(1). This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
- (b) FUND AVAILABILITY. CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- (c) GOVERNMENTAL IMMUNITY. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
- (d) INDEPENDENT CONTRACTOR. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.
- (e) COMPLIANCE WITH LAW. Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- (f) CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

- (g) **BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
- (h) **SOFTWARE PIRACY PROHIBITION.** Governor's Executive Order D 002 00. State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
- (i) **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST.** CRS §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.
- (j) **VENDOR OFFSET.** CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.
- (k) **PUBLIC CONTRACTS FOR SERVICES.** CRS §8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not

knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

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

21. **Signatures.** The signatories to this Agreement represent that they are fully authorized to execute this Agreement and bind their respective entities.

(remainder of page intentionally left blank)

SIGNATURE PAGE

Contract Routing Number

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

<p>CONTRACTOR CITY of Alamosa, Colorado By: Hon. Josef P. Lucero Title: Mayor</p> <p>_____</p> <p>*Signature</p> <p>Date: _____</p>	<p>STATE OF COLORADO John W. Hickenlooper, Governor Trinidad State Junior College Dr. Carmen Simone</p> <p>_____</p> <p>By: Dr. Carmen Simone, President Signatory avers to the State Controller or delegate that Contractor has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules</p> <p>Date: _____</p>
<p>2nd Contractor Signature if Needed By: Heath Brooks Title: City Manager</p> <p>_____</p> <p>*Signature</p> <p>Date: _____</p>	<p>LEGAL REVIEW Cynthia H. Coffman, Attorney General</p> <p>By: _____</p> <p>Signature - Assistant Attorney General</p> <p>Date: _____</p>

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p>Trinidad State Junior College, Bryan Bryant, delegate</p> <p>Date: _____</p>

EXHIBIT A

Campus Resource Officer Duties and Responsibilities

Summary:

The primary responsibility of campus security is to protect students, faculty, staff, campus visitors, property and facilities from accidents, bodily harm, fire, theft, vandalism and illegal entry. In addition, campus security is expected to enforce conduct standards; provide general information and assistance to the public; assist in investigations; patrol campus buildings and grounds by foot; and provide detailed reports of incidents.

Duties & Responsibilities:

- Maintain a highly visible physical presence on campus
- Become familiarized with campus environment and normal patterns of activity
- Assist in the prevention of assault, fire, theft, vandalism and illegal entry into college facilities
- Patrol campus facilities multiple times per shift, both internally and externally
- Respond to alarms and calls as requested
- Attend student activity events on campus to assist in prevention and conduct expectations
- Provide crowd control, address disturbances, assist in crime prevention
- Warn and document violators of rule infractions including but not limited to Code of Conduct Violations, criminal acts, loitering, smoking, carrying forbidden materials and/or suspicious acts
- Communicate Emergency Warning System, Missing Student and related needs to the Student Life Director
- Maintain liaison with local, state and community emergency responders. Communicate directly with local law enforcement when necessary and inform College of such actions
- Investigate and report on campus incidents utilizing the reporting program used by the City of Alamosa Police Department.
- Record data such as property damage and, unusual occurrences and malfunctioning equipment as needed and notify the College if an urgent response is required.
- Maintain campus crime logs. Develop and maintain accurate and consistent incident reports
- Monitor parking areas and student pedestrian areas
- Watch for and report irregularities such as fire hazards, leaking water, and security doors left unlocked
- Permit authorized persons to enter property
- Provide escort assistance to students and staff as requested
- Review incident reports and communicate them to physical plant and Student Life Director daily
- Meet with Director of Human Resources and Student Life Director minimally three times per week and the Vice President of Student Services once per week.

- Check daily on the designated Trinidad Security Email account for updates and notices pertaining to student and staff needs
- Maintain and respond to the campus security telephone number and return, answer, and report calls as needed. During off hours the College can utilize 911 in case of emergency.
- Receive and respond to requests for assistance for ill, injured or handicapped persons
- Turn lights on and off; lock and unlock doors; as needed
- Ensure all exterior doors are locked near the end of each shift.
- Walk through boiler rooms at least once per shift. Notify physical plant if assistance is needed.
- Provide patrol services for special events.

EXHIBIT B

Cost of Used Patrol Vehicle not to exceed \$5,000

Expecting starting salary \$37,488 and benefits of \$17,512 totaling \$55,000 annually. Officer salary is not to exceed 3.25% increase and benefits will increase no more than 1% annually.

Cost of equipment to upfit an officer with the City of Alamosa Police Department:

ITEM	QTY	Cost	Total
Item # 2F-UA025S – Name Strips \$3.00	4	\$3.00	\$12.00
Item # 2FFL437 Streamlight Flashlights AC/DC \$118.00 AC/DC	1	\$118.00	\$118.00
Item # 2F-NP362 Light Holder \$12.00	1	\$12.00	\$12.00
2F-NP364 Duty Belt – BW - size \$ 60.00	1	\$60.00	\$60.00
NP-031 – Inner Belt – Black – Size \$11.00	1	\$11.00	\$11.00
2F-NP354 Keepers – BW – regular snap - \$11.00	1	\$11.00	\$11.00
2F-NP360 Key Holder – BW –Hidden - \$17.00	1	\$17.00	\$17.00
2F-NP351 Cuff Case – BW – \$24.00	1	\$24.00	\$24.00
2F-LP243 Glove Pouch – \$16.00	1	\$16.00	\$16.00
2F-NP352 Mag Case – \$29.00	1	\$29.00	\$29.00
LP577 Radio Holder – \$26.00	1	\$26.00	\$26.00
RS223 – S&W Lever Lock Handcuffs - \$26.00	1	\$26.00	\$26.00
2F-GL-GL065 Gloves – Size: \$34.00	1	\$34.00	\$34.00
TR504 – Canvas Pants – 1 pair Color: Coyote (1) Size: \$38.00	1	\$38.00	\$38.00
JA432 – 5 in 1 Jacket Size: Color: Navy \$215.00	1	\$38.00	\$38.00
ZW048 BRH 7832- Holster, Glock with light \$155.00	1	\$155.00	\$155.00
Tactical Bullet Proof Vest	1	\$795.50	\$795.50
Glock 17	1	\$650.00	\$650.00
SS SHIRT, FECHHEIMER, DELUXE TROPICAL, NAVY , SIZE: 14-18, WITH ZIPPER	3	\$61.95	\$185.85
LS SHIRT, FECHHEIMER, DELUXE TROPICAL,NAVY , SIZE: 14-18.5, WITH ZIPPER	3	\$66.95	\$200.85
PANT, FECHHEIMER, NAVY, POLY/RAYON, SIZE: 28-42	3	\$62.95	\$188.85
SS SHIRT, FECHHEIMER, DELUXE TROPICAL, NAVY , SIZE: 19, WITH ZIPPER	3	\$78.95	\$236.85
LS SHIRT, FECHHEIMER, DELUXE TROPICAL, NAVY , SIZE: 19 WITH ZIPPER	3	\$86.95	\$260.85
PANT, FECHHEIMER, NAVY, POLY/RAYON, SIZE: 44-50	3	\$70.95	\$212.85
Ballistic Vest	1	450	450
Training	1	5434.42	5434.42
Total			\$9,243.02

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Discussion of the Ranch Lease Agreement

Recommended Action:

Staff recommends that Council review the lease agreement and provide direction to staff on its desire for any changes.

Background:

Since 2012, the City has leased portions of the ranch property to Mr. Alan Simpson for the purpose of grazing and agricultural purposes. Mr. Simpson pays \$10,000 annually and maintains the property in accordance to the lease agreement. The lease automatically renews unless notice is provided otherwise. The lease period is April 1st through March 31st. The agreement requires written notice to terminate the lease by either party 180 days prior to lease renewal, which would be no later than October 3rd. Attached for reference is the 2012 Ranch Lease Agreement, an amendment to the agreement, and the Alamosa City Ranch Management Plan.

Staff has contacted Mr. Simpson to let him know that this item will be discussed at the June 7th Council meeting.

Issue Before the Council:

Does Council wish to make any modifications to the lease agreement and/or put the lease out to bid in August?

Alternatives:

Council can leave the lease as is, recommend changes to negotiate with the current lessee, or direct staff to put the lease out to a competitive bid in August.

Fiscal Impact:

The current lease agreement provides an annual lease amount of \$10,000 to the City. Additionally, the lessee maintains the property including weed control, makes any needed repairs, and utilizes the City's ditch water, which maintains the City's interest in the water right.

Legal Opinion:

The City Attorney will be available for any questions.

Conclusion:

Council expressed an interest in reviewing the current lease agreement for the ranch and evaluating if the lease should be advertised competitively.

ATTACHMENTS:

Description

Type

- ▣ Ranch Lease Agreement
- ▣ Ranch Lease Amendment
- ▣ Ranch Management Plan

Backup Material
Backup Material
Backup Material

RANCH LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 4th day of April 2012, between CITY OF ALAMOSA, P.O. Box 419, Alamosa, CO 81101, as Lessor, and Alan Simpson, whose address is 7749 Rd 14 South, Alamosa, CO 81101, as Lessee;

Witnesseth:

That for and in consideration of the premises and the covenants and promises herein exchanged, and for other good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, Lessor hereby leases to Lessee all of the following described property situate in the County of Alamosa and State of Colorado, herein after referred to as "the premises," to wit:

SEE ATTACHED EXHIBIT A

All in the "as is" condition, upon the following terms and conditions:

I. TERM OF LEASE

The term of this Lease shall be one year from April 1, 2012 to March 31, 2013, unless sooner terminated pursuant to the terms of this Lease. The Lease shall renew annually thereafter until either party sends written notice to the other party 180 days prior to the renewal date to cancel the Lease, or upon a mutual agreement to not renew the Lease. This Lease is non-transferable.

II. RENT

- A. Base Rent. The rent for the Lease shall be \$10,000.00 per year, paid in the following manner.
- a. Upon the execution of this Lease, one half the annual sum, or \$5,000.00.
 - b. An additional \$5,000.00 on or before October 1, 2012;
 - c. For any renewal terms, the rent shall similarly be paid \$5,000.00 on or before March 1 and an additional \$5,000.00 on or before October 1 of each year of the extended term;
- B. Additional Rent. As additional rent, Lessee shall pay in a timely manner all charges for utilities or utility services or availability charges to the demised premises during the term of this Lease.

III.

USE OF THE PREMISES AND OPERATIONAL PRACTICES

The lessee understands and agrees that premises are leased solely for grazing and agricultural purposes, and Lessee agrees to use and operate the premises in a good farm-and-ranch-like manner during the term of this Lease; to plant, cultivate, irrigate and harvest the demised premises in proper season and using proper means so as to ensure continued growth following termination of this Lease; to use all surface and/or well water in accordance with the rules and regulations established by the Water Engineer of the State of Colorado, and of the ditch company or companies from which such rights emanate; to call for and apply all water in a manner that maximizes the consumptive use of such water and at the same time does not commit waste and does not harm adjacent property owners; to use all reasonable means for control of noxious weeds; to remove promptly any diseased or dead animals from the premises; to cooperate with Lessor in maintaining the quality of the premises, both its natural and manmade aspects. Despite anything to the contrary in the foregoing portion of this provision, Lessee shall be prohibited from growing vegetables on the demised premises.

Additionally, Lessee agrees to abide by the attached Alamosa Ranch Management Plan (Exhibit B), attend scheduled Ranch Board meetings to report on the ranching operations, submit a monthly grazing log summarizing units grazed, and participate in biannual, on-site visits with the Ranch Board and City staff to improve ranching operations and address future needs.

IV.

SUBLEASE OF AND CHANGES TO PREMISES

Lessee may not sublet all or any portion of the premises, nor shall Lessee place or construct any building or fixture upon the premises, without Lessor's prior written approval. Any such improvements shall become a part of the subject property and shall thus become the property of Lessor upon the termination of this Lease for any reason.

V.

LESSOR'S EXPENSES

During the full term of this Lease, Lessor shall pay, at its own expense and discretion, the following expenses for the maintenance and operation of the premises, and repairs:

- A. Lessor will provide at its expense the materials reasonably necessary for fence repairs and for materials reasonably necessary for approved new fencing.
- B. For all water assessments.
- C. Replacement, if necessary, and major repairs, as needed, for headgates, diversion boxes, and other irrigation structures

VI.
LESSEE'S EXPENSES

Lessee, during the term of this Lease, shall pay at its own expense:

- A. To maintain all water irrigation ditches, and to provide routine maintenance for headgates and diversion boxes;
- B. To maintain all fences and gates, after replacement as desired by Lessor, at Lessor's expense, of existing gates; labor for new, approved fencing.
- C. To maintain the irrigation equipment, including but not limited to, the timely payment of utilities associated therewith (as aforesaid as additional rental), and a deposit for utilities, if any, and repairs of the same;
- D. All Costs for equipment, fuel, supplies, fertilizer, insecticides, herbicides, seed, and the like, for crop production.

VII.
CROP LOSS

Lessor shall have no liability for crop or other losses caused by the breakdown or failure of the water quality or quantity, or of any well, pump, motor, or other improvements on the property.

VIII.
CROP RIGHTS

Lessor shall have no right to any profits from the harvest of any grain, alfalfa, or other permitted crop production by Lessee during the term of this Lease; Lessee shall have no right to any profits from the harvest of any crop production following the expiration of this Lease. In the event Lessee plants, permits, or suffers the planting of any prohibited crop on the demised premises, Lessee shall be entitled to no benefit from such production, which shall be the exclusive property of Lessor.

IX.
WATER RIGHTS

The water rights associated with the Premises are part of the Premises as leased under this Agreement, and may only be used on the Premises, and not used by Lessee on any other property that Lessee may own. Lessor makes no representations or warranties as to the sufficiency of the water rights for irrigation of the Premises, either in terms of quantity or quality, nor as to adequacy of the diversion structures associated with the water rights. Lessee recognizes and agrees that it shall receive only permissive use of the

water rights provided with the premises during the term of the Lease and it shall not establish or be entitled to any other legal or equitable interest or right in the Lessor's water rights by virtue of this Lease.

Lessee agrees to arrange for the delivery to the tenants, if any, of Lessor's residential property known as the Maddox Dairy, from the demised water rights, sufficient water for the irrigation of the yard, garden and associated uses of the residential property (excluding in-house uses).

X. MAINTENANCE OF PREMISES

Lessee agrees to keep the premises in as good repair as they currently exist, at his expense, as provided above, during the term hereof and not to remove or alter any such improvements without the prior written consent of Lessor, and, at the expiration of the term of this Lease, without notice, to surrender up and deliver said premises and improvements in as good order and condition as when the same were delivered to Lessee, loss by fire, inevitable accident and ordinary wear excepted.

XI. LESSOR'S ACCESS TO THE PREMISES

Lessor or Lessor's agents shall have the right to enter the premises to inspect for compliance with the terms and conditions of this Lease, to make improvements thereon, and for any and all lawful purposes arising from the ownership of the premises so long as it does not interfere with grazing or farming rights of the Lessee as provided in this Lease.

XII. INSURANCE, LIABILITY FOR OTHERS

Lessee agrees to accept and perform all responsibilities for workman's compensation on all employees of Lessee and will carry workman's compensation insurance as required by law. Lessee will hold the Lessor harmless from any claim or claims arising out of the injury of any workman employed by Lessee, or any other person injured or damaged on or about the premises as a result of Lessee's possession, control or use of the premises during the term of this Lease or during any extension or renewal hereof.

Lessee shall keep liability insurance in the minimum sum of \$1,000,000 for each exposure in effect at all times for the premises. Such insurance shall specifically insure Lessee against all liability assumed by Lessee hereunder, as well as liability imposed by law, and shall insure both Lessor and Lessee but shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for Lessor and Lessee. Each insurer mentioned in this paragraph shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to Lessor,

that it will give to Lessor thirty days written notice before the policy or policies in questions shall be altered or canceled. In any event, however, Lessee agrees to indemnify and hold harmless Lessor from any liability, personal or property damage costs whatsoever which may arise from the use of the subject property by Lessee.

No work, supplies, or materials shall be charged to Lessor or contracted for in the name of Lessor by Lessee.

Lessee agrees to take possession of the Premises hereunder subject to the usual hazards attendant to the operation of the property and agrees to assume all risks and liability for accidents to himself, his family, his servants, his guests, and agents related to his actions in pursuance of the farming operations or in performing repairs to the buildings, fences, irrigation equipment, and other improvements, or in taking care of the livestock on the ranch.

The taking of possession hereunder by Lessee shall be conclusive evidence that the improvements and all fixtures on the Premises were safe, adequate, and suitable for their purpose when Lessee took possession of the property.

Lessor shall not be liable for, and Lessee hereby waives, renounces, and releases all claims, demands, and causes of action for damages to person or property of every kind and character, sustained or suffered by Lessee or those claiming by, through, or under him (excluding any losses caused by the actions of Lessor), and Lessee shall forever protect, indemnify, and save harmless Lessor of and from all claims, loss, and damage, including attorney's fees, they may suffer arising from the operation of the property by Lessee.

XIII. DEFAULT - REMEDIES

1. Default: Each of the following events shall constitute a default by Lessee with respect to his obligations under this Agreement and a breach of the Agreement:

- a. Failure to make payment of all or any part of any rent, or any additional rent or charge required to be paid by Lessee under this Agreement and the continuance of that failure for a period of 10 days after written notice by Lessor to Lessee.
- b. Failure of Lessee to observe or perform any of its other agreements and obligations under this Agreement and the continuance of that failure for a period of 30 days after written notice by Lessor to Lessee.

In the event of a default under this paragraph for which notice has been given, but which because of its nature cannot be cured completely or is not cured completely within the 30 days allowed, that default shall be deemed to have been remedied for the purpose of this paragraph if correction shall have been commenced by Lessee within the 30-day period and shall thereafter be diligently prosecuted to completion.

2. Remedies:

- a. Upon occurrence of an event of default as defined above, Lessor may, at its option, terminate this Lease, in which event Lessee shall deliver immediately possession of the Premises to Lessor. Retention of possession after termination shall constitute unlawful detainer.
- b. Upon termination, Lessor shall have the right, without further notice or demand, to enter all or any part of the Premises, with or without process of law, and expel, remove, and put out Lessee and any other person or persons occupying the Premises, and remove all goods and effects from the Premises. In so doing, Lessor shall not be deemed in any manner to be guilty of trespass, eviction or forcible entry.
- c. Any property left on the Premises for more than 30 days after expiration or other termination of this Lease, may, at Lessor's option, be deemed abandoned or may be placed in storage in the name of and at the expense and risk of Lessee. If such property is not claimed by Lessee within 10 days after such expiration or termination, it may be sold or otherwise disposed of by Lessor. Lessee expressly releases Lessor from any and all claims and liabilities for damage to or loss of property left by Lessee after the expiration or other termination of this Agreement, and Lessee hereby indemnifies Lessor against any and all claims of liability with respect thereto.
- d. Should Lessor terminate this Lease for any breach, in addition to any other remedies Lessor may have, Lessor may recover from Lessee all of the damages Lessor may incur by reason of such breach, including, but not limited to, the cost to recover and repossess the Premises, the expenses of reletting, necessary renovation and alteration expenses, commissions and the rent for the balance of the term of this Lease.

XIV. NOTICES

All notices required to be given hereunder shall be in writing and, unless hand delivered, shall be sent postage pre-paid by United States Mail addressed as follows or to such address (es) as may be subsequently designated in writing:

If to Lessor: Nathan Cherpeski, City Manager
P.O. Box 419
Alamosa, CO 81101

With a copy to: Erich Schwiesow, City Attorney
P.O. Box 1270
311 San Juan Ave
Alamosa, CO 81101

If to Lessee: Alan Simpson
7749 Rd 14 South
Alamosa, CO 81101

Notification shall be deemed complete upon receipt, if personally delivered, or at 5:00 p.m. MDT (MST, if applicable), the third business day following the date of posting, if mailed.

**XV.
DANGEROUS MATERIALS**

Lessee shall not keep or have on the Leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the Leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

**XVI.
HOLDOVER BY LESSEE**

Should Lessee hold over past the term of this Lease, Lessee shall be deemed to be in possession on a month-to-month basis, with rent payable monthly on a pro-rata basis, and no new term of years shall be implied, nor shall any notice of termination of the month-to-month holdover lease be required beyond that set forth in Colorado's forcible entry and detainer statutes. Lessee shall have no right to tend, harvest, or remove the crop in the event Lessee is a holdover tenant.

**XVII.
LESSOR'S RESERVED RIGHT OF EARLY TERMINATION**

Lessor hereby reserves the right to terminate this Lease, in whole or in part, prior to the normal expiration of either the initial term or any extended term hereof, SUBJECT, HOWEVER, to the following.

- A. Lessee shall be paid on or before the effective date of early termination the amount of all unearned rentals, plus a rebate of twenty-percent of the earned rental for that portion of the Lease year then in effect; and
- B. Lessee shall be entitled to come upon the premises, under terms and conditions mutually satisfactory to the parties hereto, to harvest and remove any crop growing in season at the time of the effective date of the early termination; any crop shall be deemed to be "in season" if normal irrigation for that crop has begun for that growing season.

The parties acknowledge that the performance by Lessor of such terms of early termination shall constitute full and liquidated damages to Lessee for Lessor's early termination of any of Lessee's rights hereunder. Such amount is reasonable, especially in light of the inability to the parties adequately to

foresee and compute actual damages, and does not constitute a penalty or forfeiture by either party. Such amount shall be in lieu of any other damages, and shall conclusively preclude Lessee's entitlement to specific performance. Lessor's proof of payment of the liquidated amount per the formula delineated above shall act as a total bar to Lessee seeking any other judicial remedy for Lessor's early termination of this Lease.

XVIII. ATTORNEY'S FEES AND COSTS

Should any party hereto retain counsel for the purpose of enforcing or preventing the breach of any provision hereof, then, if such matter is settled by judicial determination, the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including but not limited to, reasonable attorneys' and expert fees for the services rendered to such prevailing party.

XIX. GENERAL PROVISIONS

1. Time of the essence: Time is of the essence concerning all matters contained in this Lease.

2. Binding effect: This Lease shall be binding upon and shall inure to the benefit of the heirs, representatives and permitted assigns of the parties.

3. Headings. Paragraph headings used in this Agreement are for convenience only and any designations used shall have no effect upon the construction or interpretation of any part of this Agreement.

4. Construction. This Lease shall, in all cases, be construed as a whole according to its fair meaning and not strictly for or against either Lessor or Lessee. This Lease and any and all documents executed pursuant hereto shall be construed and enforced in accordance with the laws of the State of Colorado. Each of the undersigned parties and their counsel have reviewed this Lease and the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease. Words used in the singular herein shall include the plural, and words used in the plural shall include the singular.

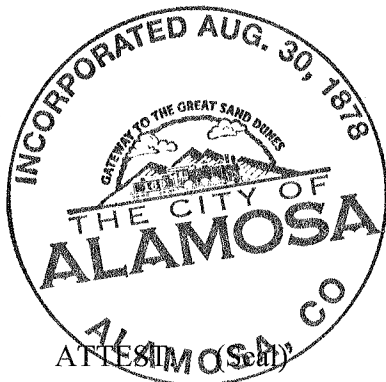
5. Waiver. Acceptance of rent after default or after any breach of any one or more of the provisions of this Agreement shall not be a waiver of any right or deprive or affect any action of Lessor at law or under this Agreement for possession, rents, or damages.

6. Entire Agreement. It is expressly agreed by and between the parties as a material consideration for the execution of this Agreement that all agreements, covenants, representations, and warranties, expressed and implied, oral or written, of the parties hereto concerning the subject matter hereof are contained herein. Except as expressly

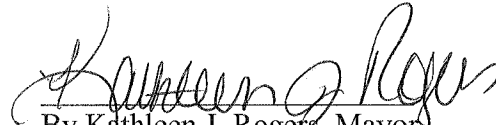
contained in this Agreement, no other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any party hereto to the other concerning the subject matter hereof. It is likewise agreed that neither this Agreement nor any of the terms provisions, conditions, representations, or covenants herein contained can be modified, changed, terminated, amended, superseded, waived or extended except by an appropriate written instrument duly executed by the parties.

7. Counterparts. This Agreement may be executed in multiple original counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Lease was executed the day and year above set forth.



City of Alamosa, Colorado, Lessor


By Kathleen J. Rogers, Mayor


Judy A. Egbert, City Clerk

LESSEE


Alan Simpson

Lease Description
Alamosa Ranch Parcel
March 14, 2012

A parcel of land located in fractions of Sections 3 and 4, Township 37 North, Range 10 East and in Sections 28, 33 and 34, Township 38 North, Range 10 East, New Mexico Principal Meridian, City of Alamosa, Alamosa County, Colorado, being more particularly described as follows.

Beginning at the Center Quarter of said Section 34, monumented by a 3.25 inch aluminum capped survey monument set by Colorado PLS 23044, thence the following sixty eight (68) courses;

1. S 00°30'19" E on the North-South centerline of said section a distance of 2671.99 feet to the South Quarter Corner thereof;
2. N 88°20'46" E on the South line of the Southeast Quarter of said Section 34 a distance of 300.81 feet to the intersection with the south right of way of County Road 6 South;
3. Southeasterly on said right of way a distance of 341.60 feet on the arc of a curve to the left having the following curve information R=1939.86', Delta Angle=10°05'23", Chord Bearing=S 86°36'33" E, Chord Length=341.16;
4. Continuing on said right of way N 88°20'46" E a distance of 1812.01 feet;
5. Southeasterly a distance of 200.10 feet on the arc of a curve to the right having the following curve information R=125.00', Delta Angle=91°43'05", Chord Bearing=S 45°47'42" E, Chord Length=179.41 to a point on the West right of way of Colorado State Highway No. 17;
6. S 00°03'50" W along said West right of way a distance of 2238.24 feet to the Northeast corner of that tract of land described in Book 410 at Page 278 in the records of the Alamosa County Clerk and Recorder, thence the following 6 courses along the boundary of said tract of land, as depicted on the plat of The Alamosa City Ranch Annexation by Colorado PLS No. 22583;
7. S 89°38'50" W a distance of 70.00 feet;
8. N 87°56'48" W a distance of 307.21 feet;
9. S 01°14'38" W a distance of 290.45 feet;
10. S 06°54'27" W a distance of 46.49 feet;
11. S 00°03'47" W a distance of 70.84 feet;
12. N 89°30'57" E a distance of 388.56 feet;
13. S 00°06'42" W on the West right of way of said State Highway a distance of 1319.63 feet to the North line of the Southeast Quarter of the Southeast Quarter of said Section 3;
14. S 89°10'27" W on said North line a distance of 961.35 feet, thence the following five (5) courses to follow an existing fence near the north toe of the Rio Grande River levee;
15. N 67°45'04" W a distance of 284.44 feet;
16. N 80°46'04" W a distance of 237.47 feet;
17. S 88°18'55" W a distance of 225.38 feet;
18. S 76°57'48" W a distance of 253.34 feet;
19. S 66°41'04" W a distance of 591.28 feet to a point on the North-South Centerline of said Section 3;
20. N 00°30'43" W on said Centerline a distance of 190.49 feet to a point on the South line of that tract of land described in Book 365 at Page 91 in the records of the Alamosa County Clerk and Recorder, thence the following three (3) courses to follow the boundary of said tract, as depicted on the plat of The City of Alamosa Ranch Annexation by Colorado PLS No. 22583;

21. S 89°54'27" E a distance of 149.93 feet to the Southeast corner of said tract;
22. N 00°08'45" E a distance of 206.41 feet to the Northeast corner thereof;
23. N 89°52'45" W a distance of 152.30 feet to the North-South Centerline of said Section 3;
24. N 00°30'43" W on said Centerline a distance of 791.16 feet;
25. S 69°38'32" E a distance of 152.22 feet to an existing fence;
26. S 56°29'08" E along said fence a distance of 486.04 feet to a fence corner;
27. N 67°49'51" E along said fence and an extension thereof a distance of 550.48 feet to a point in an existing fence near the east toe of the Causeway Levee;
28. N 32°43'54" W along said existing fence a distance of 3915.25 feet;
29. Southwesterly a distance of 77.76 feet on the arc of a curve to the left having the following curve information R=30.00', Delta Angle=148°30'10", Chord Bearing=S 73°01'01" W, Chord Length=57.75;
30. S 01°14'04" E a distance of 1636.81 feet;
31. S 90°37'39" W a distance of 391.32 feet to the Northwest Corner of that tract of land described in Book 162 at Page 232 in the records of the Alamosa County Clerk and Recorder;
32. N 56°28'58" W along an existing fence a distance of 366.88 feet to a fence corner;
33. N 16°30'16" W along an existing fence a distance of 634.89 feet to a fence corner;
34. N 56° 17'05" W along an existing fence a distance of 170.15 feet to a fence corner;
35. S 89°53'53" W along an existing fence a distance of 424.75 feet to a fence corner;
36. S 04°45'49" W along an existing fence a distance of 27.30 feet to a fence corner;
37. S 89°23'07" W along an existing fence a distance of 352.21 feet to a fence corner;
38. N 06°57'51" E along an existing fence a distance of 590.07 feet to a point on the North line of the Northeast Quarter of said Section 4;
39. N 89°42'11" E a distance of 158.82 feet to the Northeast Corner of said Section 4;
40. N 00°46'16" W a distance of 1319.83 feet;
41. N 55°59'08" W a distance of 350.04 feet;
42. S 67°31'40" W a distance of 500.00 feet;
43. N 89°38'32" W a distance of 61.90 feet to an existing fence corner;
44. N 08°27'18" W along an existing fence a distance of 266.31 feet to a fence corner;
45. S 74°48'33" W along an existing fence a distance of 615.20 feet to a fence corner;
46. S 88°42'04" W along an existing fence a distance of 693.75 feet to a fence corner;
47. N 62°39'07" W along an existing fence a distance of 664.50 feet to a fence corner;
48. N 41°23'50" E along an existing fence a distance of 746.81 feet to a fence corner;
49. N 02°22'44" W along an existing fence a distance of 500.84 feet to a fence corner;
50. N 60°43'29" W along an existing fence a distance of 871.99 feet to a fence corner;
51. N 15°23'59" W along an existing fence a distance of 800.18 feet to a fence corner;
52. N 51°17'30" W along an existing fence a distance of 290.70 feet to a fence corner;
53. N 40°39'15" W along an existing fence a distance of 368.06 feet to a fence corner;
54. N 72°12'54" W along an existing fence a distance of 823.68 feet to a fence corner;
55. N 00°29'35" W along an existing fence a distance of 567.44 feet;
56. N 00°28'23" W along an existing fence a distance of 519.67 feet to the Northeast corner of Tract 1 of the Jones Subdivision, as per the plat recorded in the records of the Alamosa County Clerk and Recorder;
57. N 28°45'51" W on the North boundary said Tract 1 a distance of 73.36 feet;
58. N 34°22'24" W on said North boundary a distance of 159.68 feet;
59. N 46°36'47" W on said North boundary a distance of 554.93;
60. N 49°08'03" W on said North boundary a distance of 372.24 feet to the Northwest corner thereof;
61. N 00°57'33" W on the West line of the Southwest Quarter of said Section 28 distance of 1292.16 feet to a point on the South right of way of Alamosa County Road 4.5 South;

62. N 89°20'05" E on said South right of way a distance of 3913.61 feet;
63. N 89°40'50" E on said South right of way a distance of 137.70 feet;
64. N 89°16'00 E on said South right of way a distance of 1296.87 feet to a point on the East line of the Southeast Quarter of said Section 28;
65. S 00°24'50" E on said East line a distance of 2620.70 feet to the Southeast corner of said Section;
66. N 89°31'26" E along an existing fence a distance of 1316.69 feet to the Northwest corner of that Quit Claim Deed recorded in Book 457 at Page 243 in the records of the Alamosa County Clerk and Recorder;
67. S 00°34'25" E on the west boundary of said Quit Claim Deed a distance of 2659.74 feet to the Southwest corner thereof;
68. N 89°06'14" E a distance of 1301.01 feet to the True Point of Beginning, containing 1063.4 acres, more or less and being subject to any existing easements and/or rights of way of whatsoever nature.

SAVE AND EXCEPT

1. Tracts 1 and 2 of the Bee Bee Jay Division of Land, as depicted on the plat thereof filed in the records of the Alamosa County Clerk and Recorder.
2. That Tract of land described in Book 266 at Page 112 in the records of the Alamosa County Clerk and Recorder.

This description was prepared by Patrick M. Steenburg, Colorado PLS No. 38004 without benefit of survey. Data included herein was obtained from aerial photography, the plat of The Alamosa City Ranch Annexation as filed in the records of the Alamosa County Clerk and Recorder, and historical records from various sources. It is the intent of the above and foregoing to describe a contiguous parcel of land for lease activities only, not for deed or title transfer of any kind.

AMENDMENT TO RANCH LEASE AGREEMENT

The City of Alamosa, Lessor under that certain Ranch Lease Agreement dated April 4, 2012, and Alan Simpson, Lessee under that certain Ranch Lease Agreement dated April 4, 2012, hereby amend the Ranch Lease Agreement dated April 4, 2012 in the following respects, such amendment to take effect immediately, and to be applicable to any renewals of the April 4, 2012 Ranch Lease Agreement:

1. Section III of the Ranch Lease Agreement is amended such that the last paragraph reads, in its entirety, "Additionally, Lessee agrees to abide by the attached Alamosa Ranch Management Plan (Exhibit B), as that plan may be amended from time to time, and to attend scheduled Ranch Board meetings as requested by City Staff to report on the ranching operations."
2. Article XV is amended to read "Dangerous and Hazardous Materials." A new paragraph is added to Article XV as follows:

Hazardous Materials. The term "**Hazardous Materials**" means petroleum, asbestos, polychlorinated biphenyls, radioactive materials or any chemical, material or substance defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste" or "toxic substances," or words of similar import, under all Environmental Laws. The term "**Environmental Laws**" means all laws, statutes, codes, ordinances, orders, rules and regulations of all federal, state or local governmental agencies relating to the use, generation, manufacture, installation, handling, release, discharge, storage or disposal of Hazardous Materials, including, but not limited to, the Federal Water Pollution Act, as amended (33 U.S.C. § 1251 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), and the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801 et seq.). Lessee shall not dispose or release any Hazardous Material in, on or under the Premises except in full compliance with all Environmental Laws. If Lessee fails to conform its actions to the prior sentence then Lessee shall remediate such Hazardous Materials to the more strict requirement of (1) returning the Premises to its pre-leased condition or (2) as ordered to do so by governmental authorit(ies) with proper jurisdiction. If Lessee breaches its warranty or representation, or if a release of a Hazardous Material is caused or permitted by Lessee or its agents, employees, contractors, licensees, or invitees which results in contamination of the Premises, then Lessee shall indemnify, defend, protect and hold Lessor, and Lessor's employees, agents,

partners, lenders, members, managers, officers and directors, harmless from and against any and all claims, actions, suits, proceedings, losses, costs, damages, liabilities (including, without limitation, sums paid in settlement of claims), deficiencies, fines, penalties or expenses (including, without limitation, reasonable attorneys' fees and consultants' fees, investigation and laboratory fees, court costs and litigation expenses) which arise during the lease term as a result of such breach or contamination. This indemnity shall include, without limitation, and Lessee shall pay all costs and expenses relating to: (i) any claim, action, suit or proceeding for personal injury (including sickness, disease or death), property damage, nuisance, pollution, contamination, spill or other effect on the environment; (ii) any investigation, monitoring, repair, clean-up, treatment or detoxification of the Premises; and (iii) the preparation and implementation of any closure plan, remediation plan or other required action in connection with the Premises; and/or any diminution of the value of the Premises.

3. Exhibit B, attached to the Ranch Lease Agreement with a drafting date of March 2012, is replaced by the Exhibit B attached to this Amendment with a drafting revision date of August 2012.


IN WITNESS WHEREOF this Amendment to Ranch Lease Agreement is executed effective the 15th day of August, 2012.

CITY OF ALAMOSA, LESSOR



Kathleen J. Rogers, Mayor

LESSEE

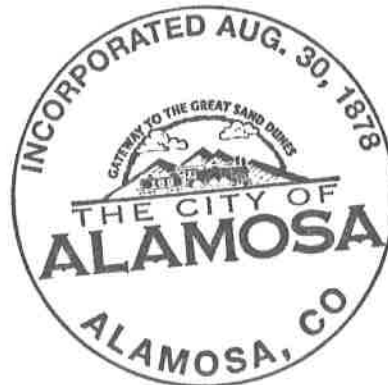


Alan Simpson

ATTEST



Judy A. Egbert, City Clerk



Alamosa City Ranch Management Plan



August 2012 (rev.)

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I. Introduction

The Alamosa City Ranch was purchased by the City of Alamosa in 1997. Formerly known as the North Thomas Ranch, the nearly 1,300 acre property was acquired by the City with funds from the City's Water Enterprise Fund and the General Fund for two primary reasons: to acquire the senior water rights associated with the property and to use it as a source for soil that was needed by the US Army Corps of Engineers to build the levee on the south and west sides of the Rio Grande for flood control. A small portion of the property was initially annexed into the City in 1998 with the remainder annexed in 2010.

Although the purchase of the Ranch was motivated by the need for soil and additional water rights, City leaders initially had grand visions for the potential uses of the property. In the time that has passed since the initial purchase of the property, trails (official and social) have been added to the property as well as small parking areas, a disc golf course, wildlife viewing areas, and signage.

In the years immediately following the acquisition of the ranch, several groups of students and interns and a commercial consultant were commissioned to study the possible uses of the property. While none of these plans were ever refined for official adoption, the plans did include some public process and analysis of existing conditions. The results of these planning efforts were recommendations for varied levels of intensity of recreational uses in addition to continuing the cattle ranching operations.

II. Background

The property consists of natural riparian areas, ponds and wetlands, agricultural pastures and fields, and associated farm buildings and structures. There is both ecological and cultural value associated with the lands of the Alamosa City Ranch. Historic uses of the property are primarily agricultural aside from some areas close to the Rio Grande River which have been less frequently used for agricultural production. The soils of this property, like those of the region, are often poor and require irrigation and nutrient input to be productive farmland. Cattle production is common in the area as it requires less input. Over the last century the Alamosa City Ranch has supported row crops, hay, dairy, and cattle production. These are common uses of land in the San Louis Valley.

The Alamosa City Ranch has two sites of historical interest. The first site is a 19th century stage coach stop which is associated historically with Alamosa's early outfitting period. This building is the oldest freestanding structure in Alamosa County. Only a hundred or so feet away, and of near equal importance, is an old dairy barn and hot water artesian well.

After acquisition, the City entered into a lease agreement with a local ranching operation. This lease agreement gives the City a source of income to partially offset the costs of the operation and care of the property. These ranching practices continue the historic use patterns of the property.

III. Management Statement

The Alamosa City Ranch will be managed to promote an active cattle ranching operation and provide exceptional outdoor recreation and education opportunities while protecting its natural, historical, and agricultural resources.

Goals:

- Manage selected units to support an active cattle ranching operation.
 - Maximize browse, forage, and pasture yields utilizing grazing guidelines
 - Institute grazing guidelines
 - Increase diversity and forage quality and quantity
 - Minimize drought effects on soil and plants
 - Maintain or improve water quality
- Maintain flexibility for use of the property to be able to meet future economic and civic needs to include providing the residents of Alamosa with a supply of water for future use.
- Preserve elements of Alamosa's ecological and cultural heritage for the benefit of future generations.
- Provide continued and increased recreational opportunities on the property including: trails, wildlife viewing, fishing, camping, and environmental education.

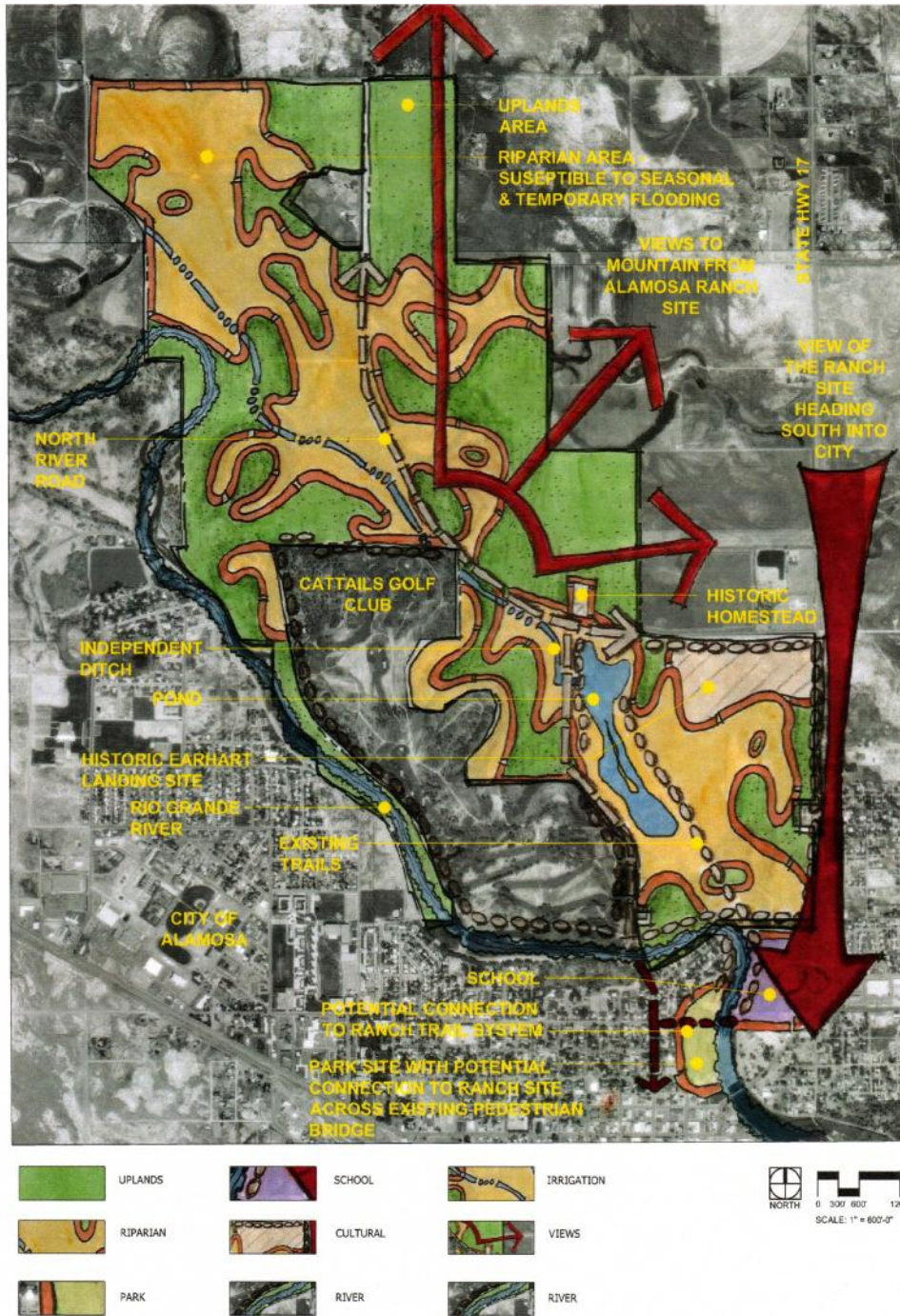
IV. Description of Property

Location

The Alamosa City Ranch abuts Alamosa proper on the northern side of the city. It is partially bounded on the west by the Rio Grand River, is bisected by the North River Road, and is partially bordered by state Highway 17 on its eastern edge. If traveling to the Ranch from downtown Alamosa, the ranch is a short distance on State Avenue across the river. The ranch surrounds the Cattails Golf Course which has been the city's municipal golf course for more than 60 years and the adjacent Cottonwoods subdivision. The ranch is located along the Rio Grande River and is in close proximity to many other public lands and protected properties that preserve lands in the San Louis Valley.

Generally, the ranch is made up of flat to gently rolling land that gently slopes to the river and to the southeastern part of the ranch. Wetlands, natural and man-made, exist throughout the site, as well as uplands that are used for grazing. As shown in the Site Analysis below, prominent views to the Sangre de Cristo Mountains can be seen from much of the site. Likewise, the ranch itself provides a pleasant entryway into the City as approached from the north. Other prominent site features include a web of irrigation ditches, the historic stage stop built by James T. Maddux and a field believed to have once served as an emergency be a landing site for Amelia Mary Earhart. The ranch can be accessed by car via State Highway 17 to North River Road, from the south via State Avenue, and by foot through Cole Park via the pedestrian bridge over the Rio Grande River.

SITE ANALYSIS

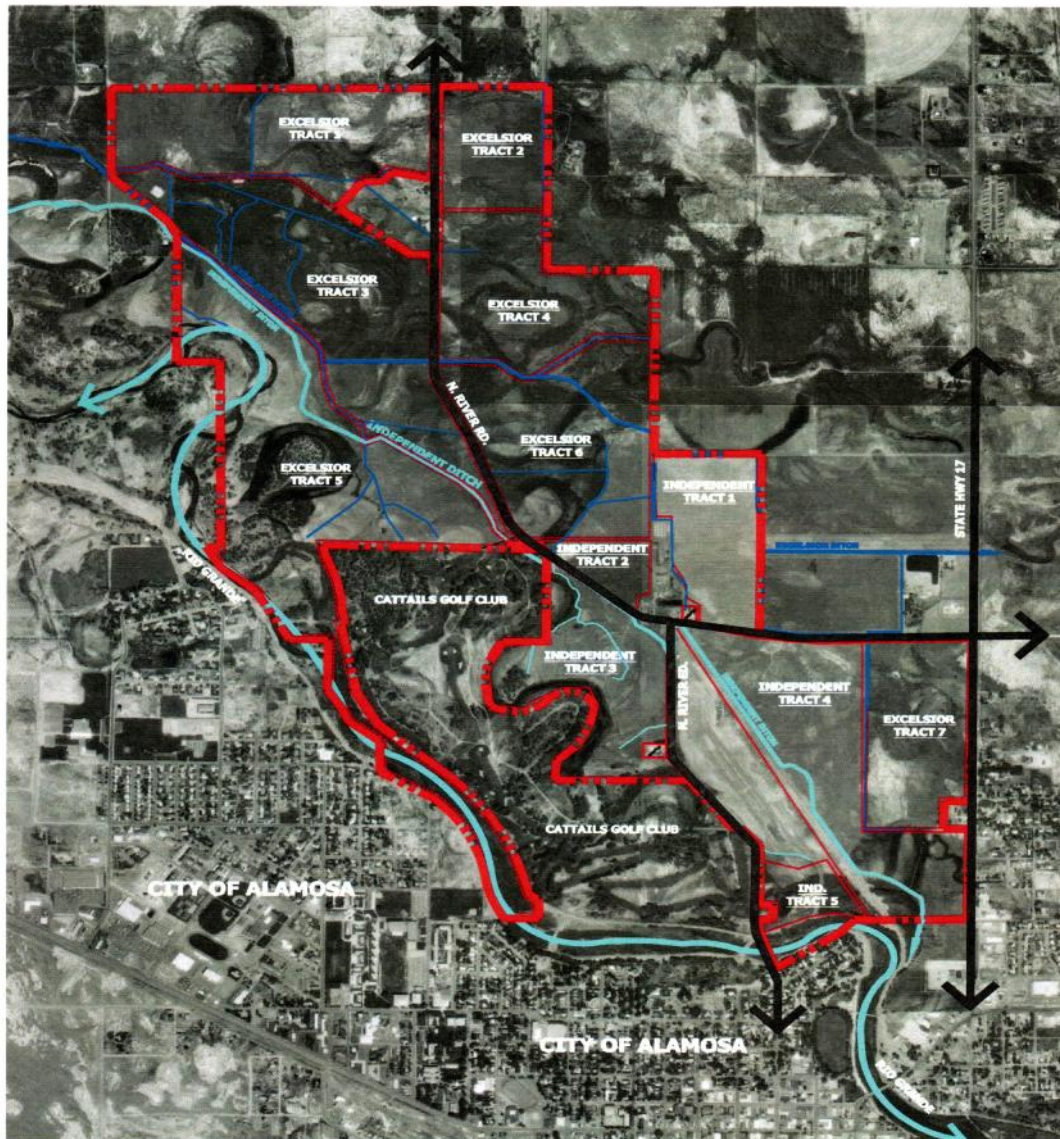


Irrigation and Water Rights

Irrigation has been an integral part of this ranch throughout its recorded history. Without irrigation many parts of the ranch would be very different than they are today. At this time it is accurate to say that most of all the activities that currently occur on the property are reliant upon irrigation waters. This includes not only the current and historic agricultural uses, but also much of the wetlands and wildlife habitat that occur on the site.

There are two irrigation ditches that serve the ranch: the Independent and the Excelsior. The City of Alamosa is the majority shareholder in the Independent Ditch Company and owns 6.5 shares in the Excelsior Ditch Company. The illustration below shows the areas of the ranch that are served by each.

IRRIGATION PARCELS

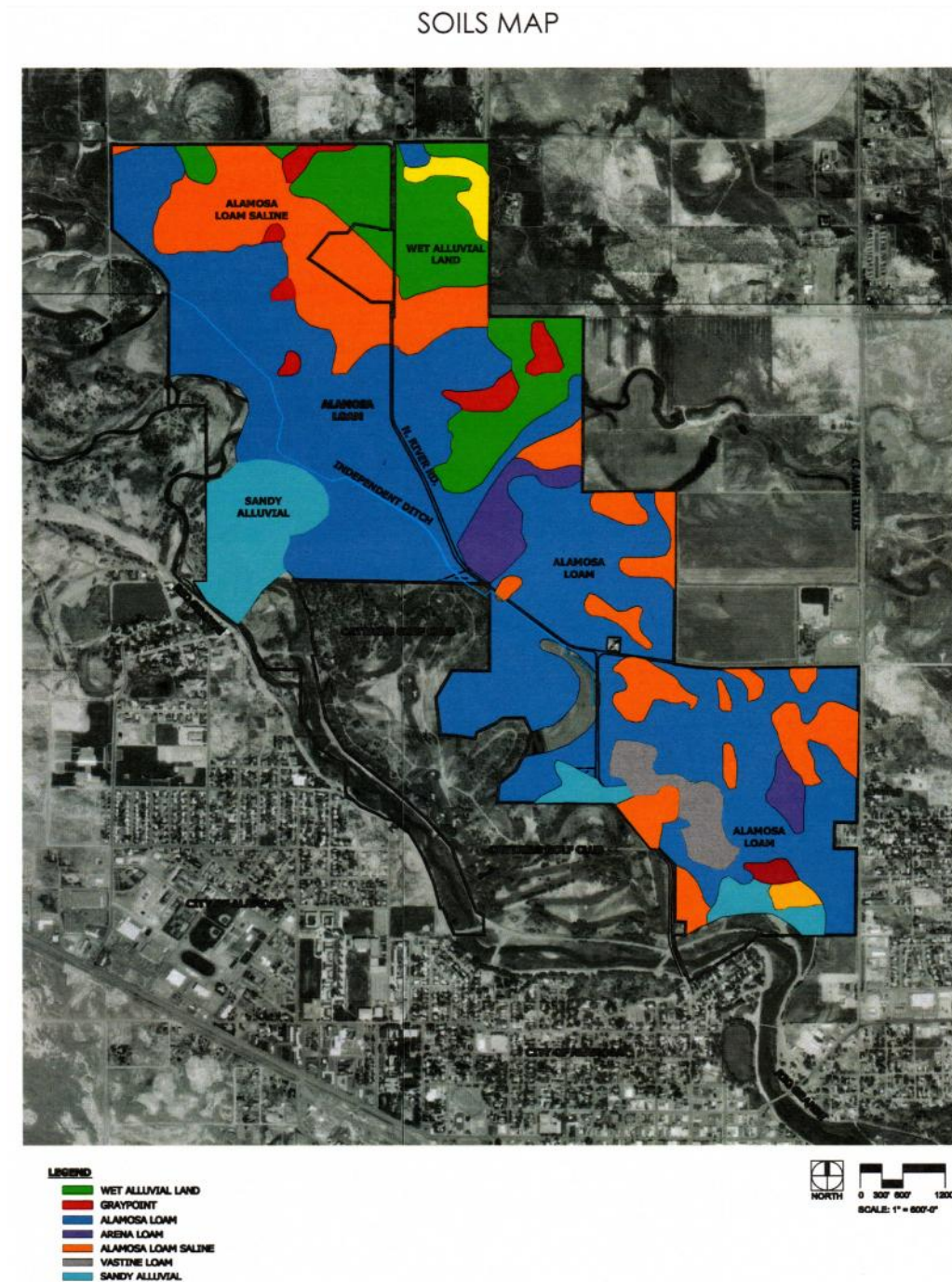


Wetlands

According to the U.S. Army Corps of Engineers, there are no known existing wetland delineations on this property. Because of the amount of irrigation water that is used on the site, it is unknown which of the wetlands are natural and which require irrigation water to remain wet.

Soils

The Graypoint and Sandy Alluvial soil regimes provide the most valuable wildlife habitat when compared to agricultural productivity and the associated limitations for agricultural uses. The Alamosa and Arena soils provide suitable livestock and wildlife habitat. A key differentiation is in the amount of available irrigation and exposure to flooding.



Current Uses

Ranching, wildlife observation, recreation, and trails make up the bulk of the current uses on the Ranch. A majority of the property is leased to a local rancher who uses the land for cattle grazing and hay production. The rest of the Ranch is used for hiking on its informal and established trails and for wildlife observation (particularly near the man-made ponds in Blanca Vista Park and near the natural Oxbow lake near the Rio Grande River). The addition of an 18-hole disc golf in 2011 near the Oxbow area created extra recreational opportunities on the property. Interpretive signage marks important wildlife habitat and historic sites located on the property.

V. Management Units

The Alamosa Ranch Board, with input from the ranch lessee, has created new management units that consider recommendations made by other plans submitted to the Board. Units 1-15 are indentified for use by the cattle ranching operation, unit A as recreational, and unit B as historical. Additionally, the boundaries for units 1-15 have been typically identified by using existing fence lines, irrigation ditches, and incorporating the need for better grazing management through the establishment of smaller and consistently-sized units. These units can be consolidated or divided as needed to meet future management goals or as new situations arise. Acreage sizes listed below are approximations.

<u>Unit Name</u>	<u>Acreage</u>
1	117
2-3	162
4	102
5	57
6	57
7	103
8	85
9	45
10	15
11A	36
11B	21
12	60
13	75
14	60
15	23
A – Disc Golf/Oxbow	105
B - Dairy	12

Alamosa City Ranch
Management Parcels



Unit 1 (117 acres)

This parcel is the farthest from the City of Alamosa, has medium pasture value and low habitat and cultivation value. If irrigation were removed from this parcel it would revert to upland habitat supporting some native shrubs and grasses, but not suitable for grazing. Historic use included alfalfa production but the acreage has been converted to native grasses. Current uses are grazing and haying. Due to the extensive salt meadow on east side, this unit could be dried up if the need arises.

- Unit 1 has a single 50 GPM well (artesian, no pump).

Unit 2-3 (162 acres)

Vast meadow that is probably one of the best tracts on the ranch for grazing purposes with ample water sources. Historic usage includes hay production, grazing, and spring calving. This is the only ranch unit that has access to the Rio Grande River. The river makes a large bend in the southwest corner of the tract.

The far west portion of this unit has been identified to be suitable for recreation purposes (trails, cross-country track).

- Unit 2-3 has a single 50 GPM well (non-functioning, no pump, pipe severely bent above ground).

Unit was originally divided into two. But upon further input from the lessee, the unit remained as one large unit.

Unit 4 (102)

Part of a vast meadow subdivided to create smaller grazing units with ample water sources. Used exclusively for grazing. In addition to supporting cattle ranching operations, a portion of this unit has been identified to be suitable for recreation purposes (trails, cross-country track, parking, restroom facilities).

Unit 5 (57 acres)

Located north of the golf course driving range and the Cottonwoods subdivision. Currently used for grazing and haying. Includes a borrow pit that provides fill material when needed. Some of the best native and non-native grasses are grown on this tract. The outer portion, closest to the golf course is not as productive as the inner portion. Portions of this tract that border the golf course are quite scenic and usually harbor several varieties of wildlife.

Water for the stock tank comes from across the road at the dairy and during the winter this is the only source of stock water on this unit.

Unit 6 (57 acres)

This parcel is one of the farthest from the City of Alamosa, most suited for pasture use with low habitat and cultivation value, though evidence of a previous alfalfa field still remain. If irrigation were removed from these parcels they would revert to upland habitat supporting some native shrubs and grasses, but not suitable for grazing. Improvements could be to enhance the grazing potential.

- Unit 6 has a single 50 GPM well (artesian, no pump).

Unit 7 (103 acres)

Part of a larger meadow subdivided to create smaller grazing units with ample water sources having shallow sloughs that fill with irrigation and snow melt, peppered with salt and wet meadows and upland chico outcroppings. This unit has historically been used exclusively for pasture.

Unit 8 (85 acres)

Part of a larger meadow subdivided to create smaller grazing units with ample water sources having shallow sloughs that fill with irrigation and snow melt, peppered with salt and wet meadows and upland chico outcroppings. This unit has historically been used exclusively for pasture.

Unit 9 (45 acres)

Part of a larger meadow subdivided to create smaller grazing units with ample water sources having shallow sloughs that fill with irrigation and snow melt, peppered with salt and wet meadows and upland chico outcroppings. Used exclusively for grazing.

- Unit 9 has a single 50 GPM well (non-functioning, no pump, pipe broken off).

Unit 10 (15 acres)

This parcel is a good stand of grass and is a major staging area during calving season. Unit is also grazed in the summer. Depending on the availability of other grazing areas and the projected value of hay, this acreage is cut for hay and pastured early in the fall. It has been cultivated in the past and irrigation ridges are in place. The field is next to an active well and livestock are easily watered here. One of the more productive forage units.

Unit 11A (north - 36 acres) and Unit 11B (south – 21 acres)

Historically irrigated farm ground, these units are currently the only parts of the ranch that are under cultivation for alfalfa. Unit 11B has been identified as being under-productive even when irrigated and could be dried up if the need arises.

Along the north and east boundary of this tract is a drainage ditch. The ditch serves two primary purposes:

- 1) Allows for the removal of tail water after flood irrigation. Tail water is diverted south under the North River Road into another drain ditch and is transferred back to the river.
- 2) Captures sub water from the Excelsior Ditch. If drain ditch is not maintained, sub from the Excelsior will drown the existing alfalfa crop and make summer fieldwork nearly impossible.

Unit 12 (60 acres)

This parcel appears to have fair grazing capacity and is suited for forage production. It is relatively flat with little variation in vegetation, has year round water, and good fencing. Functions well as habitat for water fowl and other wildlife.

One important feature of this tract is the drainage ditch that borders the tract on the north and the east. This ditch has multiple functions:

- 1) Allows for the flooding of the meadow and the immediate removal of irrigation water and returned back to the Rio Grande River.
- 2) Transfers tail water from alfalfa field to the north as well as drain water from the dairy stock tanks.

Unit 13 (75 acres)

This unit sits along the Highway 17 frontage, just south of Splashland and has been utilized for pasture and haying. This unit was altered under the direction of the U.S. Fish and Wildlife Service to create two shallow ponds fed by irrigation water from the Excelsior ditch for the purpose of creating nesting habitat for waterfowl. The agreement was entered into in April 2004 for 10 years. The USFW service did all the earthwork, installed water structures and new fencing in this mutual agreement. To date, the project appears to not have met its intended goals.

Unit 14 (60 acres)

This unit is a highly visible area from Highway 17 with trails running adjacent to the south and east borders. Well water run-off from Splashland runs through the sloughs in the meadows, empties into an old river course pond and finally into the Rio Grande. This water is relatively warm and flows through the Commons all year round. This water pools up in a stream bed pond between the levee and the Rio Grande. Half of this pond is on the ranch and the other half is on school district property.

Unit 15 (23 acres)

This grazing unit lies between Blanca Vista Park and the Rio Grande River. There is a strong native vegetative presence that is sustained by sub water and run off from the park ponds. The acreage has been used for grazing purposes only as a pasture for yearling bulls. There is good fencing around the entire tract. It is highly visible from both State Avenue and the heavily used trail system along the Rio.

Unit A (105 acres)

This unit is a natural riparian area that contains several cottonwood groves, chico and brush uplands, a deeply trenched river oxbow remnant, and wetlands along the Rio Grande which runs on the west boundary. This area could be considered as a future city park similar to Unit C.

There is a seasonal oxbow lake on this tract with standing water only during the irrigation season. The Excelsior Ditch allows for the diversion of Excelsior water into the oxbow. The lake can reach a water level where it does eventually return flow back to the river. The lake and the surrounding cottonwood stands offer the best resources for wildlife habitat and management.

With the decline of the cottonwood groves recognized in 2001, a portion of this unit was restricted from grazing. At that time, the City entered into a USFWS agreement to curtail grazing in the fenced-off area to stimulate cottonwood regeneration by safeguarding young tree shoots. New boundary fences were erected by the USFWS which assisted the city in defining the ranches western and southern boundaries. Grazing on a limited basis may be a viable option in the future.

This unit is appropriate for low impact recreation, interpretive signage and habitat improvements. Disc golf and trails (walking/running) are the primary uses for this area.

Unit B (dairy site – 12 acres)

Also known as Wayside, the grouping of buildings is the remnant of a thriving dairy complex and before that, a stagecoach stop. The Maddux family was the original settler for much of what is now the Alamosa City Ranch.

Wayside is registered with the state of Colorado as a Centennial Farm meaning that it has been in the same family for over 100 years. Although the brick house is gone, the front yard and back fence are still highly visible. Other structures are a square hewn log cabin, the dairy itself, an old scale house and the other structures, all in need of repair.

This unit lends itself for a historical and interpretive focus that could honor the agricultural heritage so important to the San Luis Valley. The unit has access to power and water and could be expanded in amenities to include restrooms in the future.

- Unit B has a single 350 GPM well (functioning with pump).

VI. Management Intensive Rotational Grazing (MIRG)

A grazing system in which herds are regularly and systematically moved to fresh pasture with the intent to maximize the quality and quantity of forage growth. The herds graze one portion of pasture while allowing the others to recover. The length of time a pasture is grazed will depend on the size of the herd and the size of the pasture. Resting grazed lands allows the vegetation to renew energy reserves, rebuild shoot systems, and deepen root systems, with the end result being increased quantity and quality of forage.

MIRG limiting factors:

- 1) Cross-fencing. Complex pasture shapes often make the sub-dividing of pastures difficult and expensive.
- 2) Water availability. Since adequate drinking water is needed to meet the animal's daily requirement as well as serving as a mechanism for moderating body temperature, each pasture must have accessible water.
- 3) Availability of labor. Steady labor supply will also be needed to routinely rotate the animals to new pastures.

VII. Management Recommendations

NRCS has provided their recommendations on several issues pertaining to the ranching operation. When possible, these recommendations should be incorporated into the ranch lease.

Animal Unit (AU) = 1 mature cow of approx. 1,000 lbs dry or with calf up to 6 months old, or their equivalent based on a standardized amount of forage consumed

Animal Unit Month (AUM) = Forage demand of one AU for one month (30 days) typically based on 912.5 pounds of air dry matter (30.0 lbs/day) or 790.4 lbs of oven dried matter (26 lbs/day)

a. Grazing

Managing one cattle herd and allowing plants on the landscape adequate restoration time will significantly improve this ground and provide a chance to reach its higher potential. The ranch at its highest potential can support 600 AUMs, including wildlife.

Using temporary electric fence or installing permanent barb wire fence to break in half the five 100+ acre meadows to increase plant restoration periods is highly recommended. Halving the five 100+ acre meadows will allow for at least 2 extra weeks of growth on the meadows when they are not being grazed. If this is not an option, then the lease needs to be amended to a lesser carrying capacity of 375 AUMs.

A grazed grass plant takes 7-10 days to recover lost root reserve and to put out new leaf growth to begin growing more leaf matter without sacrificing the root system for growth. If the opportunity is available, a grazing animal will revisit a previously grazed plant within this 7-10 day recovery period and regrazed the succulent growth on that same plant over and over to the detriment of the plant and subsequently, the plant community. Healthy, vigorous plant growth and development are dependent upon a strong root system, which provides the means to gather nutrients and water. When roots are healthy they enable the plant to withstand stress from drought, cold, heat, and grazing as well as providing a highly competitive edge on weeds.

Therefore, maintaining one cow herd outside of the breeding season is highly recommended and imperative to ecological and economic sustainability. The herd needs to be moved through the management units (with gates kept closed) on a rotational basis allowing at least 70 days of restoration and regrowth between grazing events. Livestock need to be moved from one pasture to another versus allowing them to drift from one pasture to another. Allowing cows to drift will not accomplish the desired movement or vegetation response. Maintaining closed gates is essential for plant restoration after herd is moved out of a management unit. This will help fulfill the objective for increased diversity and forage quality and quantity.

Management needs to use a different pasture each year to begin the growing season grazing rotation; do not use the same pasture at the same time of year two years back to back. Do not graze a pasture in spring and fall of the same year. Grazing cool season plants in the early spring and again in the late summer/early fall during their critical growth cycles is detrimental to the health and vigor of many of the desirable plants of this ranch.

Place salt and mineral blocks in areas cattle do not naturally move to and away from water sources or loafing areas; this will allow for better distribution of cattle across the landscape.

Management needs to be flexible to adapt to wet or droughty periods, depletion of forage supply by livestock, wildlife, or insects and any other rapidly changing environmental conditions.

Allow residual forage to accumulate for winter feed in all areas and where water is available, continue rotating cattle throughout winter. Do not winter feed in the same pastures year after year - rotate winter feeding grounds. Developing water facilities to support a winter rotational grazing program is highly recommended.

If the riparian corridor is grazed, the lessee will need to monitor this area closely to prevent cattle from browsing cottonwood seedlings, saplings, and willows. If cattle begin to browse on cottonwood seedlings and saplings and/or high seral willows within the gallery forest they will need to be moved or temporary electric fence can be erected to protect the woody species.

In order to reach the management objects of ecological sustainability and to improve wildlife habitat on the ranch at the current stocking rate the herd will need to be moved through the ranch on a deferred grazing rotation. Deferred grazing from August to mid-May every few years in units designated for wildlife and/or grazed units with wetlands will allow for grasses and forbs to produce seed and increase vegetative growth to supply nesting areas and materials for waterfowl and shorebirds.

b. Irrigation

Avoid grazing cattle in fields as they are being irrigated or wet and allow management unit time to dry before turning cattle into an area. If water is available, irrigate unit when cattle move out of grazed area.

To support and improve wildlife habitat:

- Apply irrigation water to wetland sites as early as possible to promote the growth of desired wetland plant species and to make flooded habitat available for early migrating water birds.
- Begin slow drying of portions of wet meadows in June and July of each year. Drying of wetland areas serve to concentrate food resources for water birds, promote the growth of a diversity of desirable wetland plant species and provide for the operational needs of the manager (cattle grazing and haying operations).
- Leave a minimum of 35 acres of wetland habitat flooded during the summer months (June through August) as dictated by water availability, to provide brood habitat for young water birds. Flooded sites can be alternated annually to minimize the establishment of cattail and maintain high wetland productivity.
- Begin flooding of wetland areas in August to provide habitat for fall migrating water birds and to encourage vegetation growth post-haying/grazing. Slow flooding of multiple wetland areas can be alternated to provide habitat throughout the fall migration period.

c. Pasture

Fertilization of hay meadows will provide an extra edge to desirable grasses to compete against undesirable forbs. Renovation and reseedling and/or brush management in native meadows which are not cultivated for hay can be conducted with a Lawson aerator. Renovating and or reseedling and fertilizing these meadows could increase hay production by approximately 300 tons.

Planting a diverse cover crop of small grains (oats, winter rye) with legumes (sweet clover, sweet pea), and radishes and/or turnips following chemical management for weedy species, if needed, will vastly improve soil health in one cropping season, particularly if this cover crop is grazed. The cover crop mix can be grazed in dormant season of the year planted, overwintered, and grazed again the following spring, thus extending the grazing season on the ranch which equates to less money spent supplementing with hay. An alfalfa/grass mix can be planted directly into the mixed species cover crop residue in early summer following spring grazing. Leaving grain on the ground will also help attract wildlife species such as sandhill cranes.

Richard Sparks, NRCS Agronomist, suggested the following pasture management guidelines when dealing with wild iris. There are limited solutions to managing wild iris populations so it will take an integrated pest management approach combining herbicide application followed by mowing and proper grazing management to restore infested meadows. The ranch does not have a wild iris problem to the level of renovation, reseeding, and using herbicides but, keep in mind, if the meadows are continuously grazed or grazed while the soils are wet or management doesn't hay, wild iris will most likely become problematic.

1. Prevention:

- Do not graze meadows continuously during the spring or during irrigation. Late summer, fall or winter graze can be beneficial as long as the grass is not hit too hard. Irrigate iris intermittently, rather than allowing water to stand continuously on the field. Drying up the fields a little by intermittent irrigation will help with control, especially in early spring.

2. Grazing:

- Keep grazing periods in the spring short and intense, and on soil that is not excessively wet. Allow adequate rest between grazing events so the grass can replenish root reserves before grazing again. Keeping the grass healthy and vigorously growing is critical. Cattle may cause mechanical damage to the iris with intensity; with light intensity grazing, they will just walk around the plants.

3. Renovate and Reseed:

- If the field can be tilled, disc and chisel meadow in the fall and leave it dry overwinter. Disc again in the spring before it gets too wet then seed with alsike clover along with Garrison creeping meadow foxtail, meadow brome, and orchard grass. If foxtail and weeds are a problem, pre-irrigate and use 2,4-D and glyphosate prior to seeding in June. Fertilize the grass in early summer before haying; this will allow grasses an edge to outcompete the iris. Defer grazing on a newly planted pasture for two growing seasons.

4. Herbicide approaches:

- Little success with herbicide is possible if grazing and excessive irrigation is continued uninterrupted. The traditional time to spray is just at late bud stage, before blooms open up. NEVER use glyphosate alone to control it; it has little or no effect, except to kill the grass growing with the iris. Eckert et al., reported an application rate of 2, 3, or 4 lbs/acre of 2,4-D in mid-June or 4 lbs/acre in early July gave 91 to 100%

control of iris on a mountain meadow in Nevada (Eckert et al. 1973). Iris phenology at treatment ranged from late vegetative to late bloom stage.

d. Monitoring

Short term monitoring will help explain changes measured during long term monitoring, including the lessee's bottom line. A record of annual conditions, events, or management practices that have an influence on landscape conditions will allow for better adaptive management decisions.

Documentation:

- Timing of livestock movements from pasture to pasture throughout the year
- Annual hay production to measure increase/loss of productivity per hay meadow
- Timing of irrigation (water coming on/off)
- Weather events - particularly measurable precipitation
- Wildlife observations
- Yearly photo points
- Monitoring of vegetation - particularly key species and noxious weeds
- Utilization cages set up in management units at beginning of season then photographed and clipped at the end of the grazing season; need to be moved every year
- Placement of supplementation

VIII. Lessee Requirements

The maximum number of AU's for the ranch is set at 200. As part of the lease contract, the lessee is required to:

- establish a rotational grazing plan and complete a yearly grazing log
- report to the City of Alamosa on a monthly basis on how many AU's were in each field and for how long

The lessee's irrigation schedule should follow the grazing schedule with irrigation to occur after the cattle have been removed from the field.

ALAMOSA CITY RANCH ROTATIONAL GRAZING LOG

Lessee_____

Total Acres: 923

Year_____

Field No.	Field Acres	Suggested Grazing Days	AUs Grazed	Date In	Date Out	Days Grazed	Hay Tonnage & Date Harvested
1	117	7					
2-3	162	17					
4	102	10					
5	57	7					
6	57	5					
7	103	10					
8	85	7					
9	45	5					
12	60	7					
13	75	7					
14	60	7					
Totals							

IX. Sources

1. Alamosa City Ranch Planning Study, February 2009, Design Concepts
2. Alamosa City Ranch Grazing Management and Recommendations (Draft), October 2011, USDA-NRCS, Monte Vista Field Office, Cynthia Villa, Range Specialist
3. CFAR Draft Management Plan, July 2011, CFAR
4. Alamosa Ranch - Creating and Sustaining Balance – A Resource Management Proposal, 1997, Toddi Steelman
5. Ranch Management/Capital Improvement Plan, February 2000. Cleave Simpson
6. Soil Survey of Alamosa Area, Colorado, 1966 and 1973, USDA

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Second Reading and Public Hearing, Ordinance No. 12-2017. An ordinance regulating the personal growing, cultivating, and processing of marijuana

Recommended Action:

Conduct Public Hearing, and, unless evidence to the contrary is introduced, approve Ordinance No. 12-2017.

Background:

Article XVIII, Sections 14 and 16 of the Colorado Constitution (Amendment 20 and 64, respectively), authorize persons to grow limited amounts of marijuana for personal use, or assist others in growing marijuana for their personal use. The constitution cedes general authority to local government to prohibit the operation of commercial marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities or retail marijuana stores, but does not permit local government to prohibit non-commercial unlicensed individual grow operations.

State regulations existing to date pertaining to Commercial Marijuana Operations are generally not directed toward non-commercial unlicensed individual grow operations. This circumstance can result in a proliferation of non-licensed and unregulated marijuana grow operations that present significant health and public safety concerns with multiple and persistent violations of City building, electrical, mechanical, plumbing, and fire codes. This includes potential fire danger from lighting systems and processing methods, moisture and mold issues, and odor and other impacts on surrounding properties and public spaces.

Council has held two work sessions on this issue, and has considered a draft of this ordinance most recently at the work session held on April 5, 2017. A few minor changes were made to the ordinance draft following that work session, primarily removing a limitation on the size of accessory buildings that can be used for personal growing of marijuana.

Additionally, Council held a public meeting on May 10, 2017, to receive public input on the proposed ordinance. Comments at that public meeting included comments about allowing outdoor growing, the permit requirement for accessory structures, the prohibition on high temperature lighting, the area and volume limitations, and the plant count limits.

The state is considering measures to address the diversion of marijuana to the illegal market in HB 17-1220, a copy of which is attached. It was approved by both chambers on May 2, and has been sent to the Governor. It would limit the number of plants in residences to 12, unless a medical marijuana patient or primary caregiver has a license for more, in which case they can have 24, if allowed by local law (i.e. local limitations would prevail over that 24 plant count authorization). It does not otherwise regulate the manner of growing marijuana for personal consumption.

There are a number of issues that have been raised with respect to some of the other provisions of the proposed ordinance that Council should consider. Many, but not all, of those are highlighted in the section concerning alternatives.

At the first reading of this Ordinance, Council passed the ordinance with changes (1) to the plant limit to be consistent with HB17-1220, allowing 24 for patients and caregivers,(2) to allow for outdoor growing, (3) to remove the permit requirement for growing in accessory structures, and (4) to make the area and volume limits applicable only to plants grown indoors.

Issue Before the Council:

Does Council wish to approve the Ordinance regulating how personal marijuana grows may be conducted?

Alternatives:

- 1) Approve the Ordinance on second reading.
- 2) Approve the Ordinance with changes such as to the following provisions:
 - a) increase or decrease the 12 and 24 plant limit
 - b) increase or decrease (or eliminate) the area and volume grow space limits, currently at 100 square feet and 1000 cubic feet of dripline area and volume respectively for plants grown indoors
 - c) allow for growing in multi-family dwellings, just not in common areas thereof.
 - d) modify the lighting restrictions.
- 3) Decline to approve the Ordinance in whole or in part, and give staff further direction.

Fiscal Impact:

None.

Legal Opinion:

The City Attorney will be present for comment at the meeting.

Conclusion:

Approval of this Ordinance would provide guidance and regulation for the growing of marijuana for personal consumption within the City of Alamosa.

ATTACHMENTS:

Description	Type
▣ Ordinance 12-2017 Regulation of Personal Marijuana Grows	Ordinance
▣ Redline showing changes between first and second readings	Backup Material
▣ HB 17-1220 (awaiting Governor's signature)	Backup Material

ORDINANCE NO. 12-2017

AN ORDINANCE REGULATING THE PERSONAL GROWING, CULTIVATING, AND PROCESSING OF MARIJUANA

WHEREAS, Article XVIII, Sections 14 and 16 of the Colorado Constitution (Amendment 20 and 64, respectively), authorize persons to grow limited amounts of marijuana for personal use, or assist others in growing marijuana for their personal use; and

WHEREAS, Amendment 20 cedes general authority to local government to prohibit the operation of commercial marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities or retail marijuana stores (“Commercial Marijuana Operations”); and

WHEREAS, neither Amendment 20 nor Amendment 64 permit local government to prohibit non-commercial unlicensed individual grow operations; and

WHEREAS, State regulations pertaining to Commercial Marijuana Operations are generally not directed toward non-commercial unlicensed individual grow operations, although House Bill 17-1220, which would limit residential marijuana grows to 12 plants (24 for medical marijuana patients and primary care givers) has recently passed both chambers of the legislature and is awaiting the Governor’s signature; and

WHEREAS, this circumstance can result in a proliferation of non-licensed and unregulated marijuana grow operations that present significant health and public safety concerns with multiple and persistent violations of City building, electrical, mechanical, plumbing, and fire codes, and feed a grey market in illegal distribution of marijuana; and

WHEREAS, the City Council is authorized pursuant to Article I, Section 2 of the City Charter, and C.R.S. § 31-15-401(1)(b) and (c) “to make all regulations which may be necessary or expedient for the promotion of health or the suppression of disease [and] to declare what is a nuisance and abate the same;” and

WHEREAS, Council is further authorized pursuant to Article XIV, Section 4 of the Charter of the City of Alamosa to zone the City and to make appropriate regulations and restrictions concerning land uses within the City of Alamosa; and

WHEREAS, Council is further authorized pursuant to C.R.S. § 9-7-113 to ban the use of compressed flammable gas in the extraction of THC or other cannabinoids in a residential setting; and

WHEREAS, Council has determined that the adoption of regulations governing the growing, cultivating, and processing of marijuana is necessary and desirable for the health, safety, and welfare of the citizens of Alamosa; and

WHEREAS, this Ordinance does not unreasonably impair or impede the exercise of rights afforded citizens under Amendments 20 and 64;

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

Section 1. Addition of new Code ARTICLE VI. The *Code of Ordinances of Alamosa, Colorado* is hereby amended to add a new Article VI to Chapter 4, to read as follows:

ARTICLE VI GROWING OF MARIJUANA FOR PERSONAL USE

Sec. 4-170. Scope. This Ordinance applies to the growing, cultivating, and processing of marijuana on any lot, parcel, or tract of land by any person, including but not limited to patients, primary caregivers, or persons for personal use.

Sec. 4-171. Definitions: The definitions contained in Article XVIII, Sections 14 and 16 of the Colorado Constitution, the Colorado Medical Marijuana Code (C.R.S. § 12-43.3-101 *et seq.*) and the Colorado Retail Marijuana Code (C.R.S. § 12-43.4-101 *et seq.*), as amended from time to time, are incorporated into this Ordinance by reference, including but not limited to, definitions of Marijuana and Medical Marijuana. All other applicable definitions are as stated herein.

- (a) “Accessory Structure” means: A subordinate structure detached from but located on the same lot as the primary residence, the use of which is incidental and accessory to that of the primary residence.
- (b) “Accessory Use” means: A use incidental to and subordinate to a primary residence.
- (c) “Medical Marijuana Patient” means: a patient, as defined in Art. XVIII Sec. 14(1)(d) of the Colorado Constitution, who holds a valid and current registry identification card, as defined in Art. XVIII Sec. 14(1)(g) of the Colorado Constitution, and any person who is a Medical Marijuana Patient under this section shall be registered with the state licensing authority pursuant to C.R.S. § 25-1.5-106(8.5).
- (d) “Primary Care Giver” shall have the same meaning as set forth in Art. XVIII Sec. 14(1)(f) of the Colorado Constitution, and any person who is a Primary Care Giver under this section shall be registered with the state licensing authority pursuant to C.R.S. § 25-1.5-106(8.6).
- (c) “Primary Residence” means: A residence, including the lot, the home, and any accessory structures located on the lot, where a person, by custom and practice, makes his or her principle domicile and address and to which the person intends to return following any temporary absence, such as a vacation. Residence is evidenced by actual daily physical presence, use and occupancy of the primary residence and use of the residential address for domestic purposes, such as, but not limited to, slumber, preparation and partaking of meals, regular mail delivery, vehicle registration, or credit, water and utility billing. A person shall have only one primary residence.
- (d) “Primary Use” means: The main use of a structure or land, as distinguished from an accessory use.

Sec. 4-172. Growing, Cultivating, and Processing of Marijuana:

(a) Accessory Use to Primary Residence

Marijuana may only be grown, cultivated, or processed as an accessory use at the primary residence of the person conducting such activity, and only for such person's own use, or by a primary caregiver on behalf of a patient.

(b) Location of Growing, Cultivating, and Processing of Marijuana

1. Marijuana may only be grown, cultivated, or processed in a primary residence where residential use is the primary use of the structure or in an accessory structure to the primary residence on the same property.
2. If grown indoors, including indoors in any accessory structure, the space used for the growing, cultivating, or processing of marijuana shall be limited to a total area of 100 square feet and a total volume of 1000 cubic feet. The area shall be measured to the projected outer dripline of the plants when considered as a unit, and calculated based upon the most reasonably appropriate and easily calculated geometric shape encompassing that dripline (typically a rectangle, right triangle, or circle). The volume shall be calculated as the area calculated as set forth above, multiplied by the height of the tallest plant.
3. Marijuana shall not be grown, cultivated, or processed within any multi-family dwelling.
4. Any area used for the growing, cultivating, and processing of marijuana shall be fully enclosed and locked, ensuring accessibility only by the person growing, cultivating or processing the marijuana for medical or personal use and to prevent access by children, visitors, casual passersby, or anyone not authorized to possess marijuana.
5. Any area used for the growing, cultivating, or processing of marijuana shall comply with all applicable building and fire codes, as amended and adopted, including plumbing, electrical and mechanical.
6. Nonresidential buildings or structures that are not accessory to a primary residence shall not be used for the growing, cultivating, or processing of marijuana.
7. It is unlawful to use a kitchen, bathroom or primary bedrooms for the indoor cultivation of marijuana.

(c) Compliance with Building Codes:

It is unlawful to cultivate marijuana in any structure without complying with applicable building and fire codes, including plumbing and electrical, and all applicable zoning codes, including but not limited to lot coverage, setback and height requirements.

Sec. 4-173. Marijuana Plant Limits

At any given time, no more than 12 marijuana plants, in any stage of maturity, may be possessed, grown, cultivated or processed at a primary residence, including the lot, home, and any accessory structure, regardless of how many adults reside at the residence, unless being grown by one or more Medical Marijuana Patients or Primary Care Givers residing at the residence, in which case the number of plants, at any stage of maturity, may not exceed 24.

Sec. 4-174. Lighting Restrictions and Prohibition on Use of Compressed Flammable Gas Products or Flammable Liquids

It is unlawful to use any grow lighting system for the indoor cultivation of marijuana other than light-emitting diodes (LEDs), compact fluorescent lamps (CFLs) or fluorescent lighting. All high-intensity discharge (HID) lighting, including but not limited to mercury-vapor lamps, metal-halide (MH) lamps, ceramic MH lamps, sodium-vapor lamps, high-pressure sodium (HPS) lamps and xenon short-arc lamps, are prohibited.

No compressed flammable gas (e.g. butane) or flammable liquid may be used in the growing, cultivating, or processing of marijuana. For purposes of this paragraph, “flammable liquid” means a liquid that has a flash point below one hundred degrees (100°) Fahrenheit, and includes all forms of alcohol and ethanol.

Sec. 4-175. Cannot be Perceptible

The growing, cultivating, or processing of marijuana shall not be perceptible from the exterior of the structure in which such activities occur, including, but not limited to:

- (a) Common visual observation.
- (b) Light pollution, glare, or brightness that disturbs the peace of another.
- (c) Undue vehicular or foot traffic, including unusually heavy parking in front of the primary residence.
- (d) The smell or odor of marijuana growing, cultivating, or processing at a primary residence shall not be detectable by a person with a normal sense of smell from any adjoining lot, parcel, tract, public right-of-way, or building unit.

Sec. 4-176. Ventilation Requirements

Any indoor marijuana cultivation area shall include a ventilation and filtration system designed to ensure that odors from the cultivation are not detectable beyond the property line for detached single-family residential dwelling, and designed to prevent mold and moisture and otherwise protect the health and safety of persons residing in the residence. This shall include, at a minimum, a system meeting the requirements of the current, adopted edition of the International Residential Code.

Sec. 4-177. Penalty for Violations – Declaration of Nuisance: It shall be unlawful for any person to violate any provision of this ordinance. Any person found to have violated a provision of this ordinance shall be fined in accordance with the City’s schedule of fines, but in no event shall any fine for violation of section 4-175 be less than \$100, and for violation of any of sections 4-172 , 4-173, 4-174, and 4-176 be less than \$500. In addition, violation of this ordinance shall

constitute a nuisance, and may be abated by the City in the same manner dangerous buildings are abated.

Sec. 4-178. Additional Remedies The remedies provided in this ordinance shall be cumulative and in addition to any other federal, state or local remedy, criminal or civil, which may be available. Nothing contained herein shall be construed to preclude prosecution under any other applicable statute, ordinance, rule, order or regulation.

Section 2. Severability: Should any section, clause, sentence, or part of this Ordinance be adjudged by any court of competent jurisdiction to be unconstitutional or invalid, the same shall not affect, impair or invalidate the ordinance as a whole or any part thereof other than the part so declared to be invalid.

Section 3. General Repealer. All other acts, orders, ordinances, resolutions, or portions thereof in conflict with the sections adopted in this Ordinance, are hereby repealed to the extent of such conflict.

Section 4. Recording and Authentication. This ordinance, immediately upon its passage, shall be authenticated by the signatures of the Mayor and City Clerk, recorded in the City book of Ordinances kept for that purposes, and published according to law.

Section 5. Publication and Effective Date. This ordinance shall take effect ten (10) days after publication following final passage. Publication both before and after final passage shall be by the title of this ordinance, which Council determines constitutes a sufficient summary of the ordinance, together with the statement that the full text of the ordinance is available for public inspection and acquisition on the City's website and in the office of the City Clerk.

Section 6. Declaration of Public Interest. This ordinance is necessary to preserve the peace, health, safety, welfare, and to serve the best interest of the citizens of the City of Alamosa, Colorado.

INTRODUCED, READ AND APPROVED on first reading the 17th day of May, 2017, and ordered published by title and reference as provided by law with notice of a public hearing to be held for consideration of the adoption of said ordinance on the 7th day of June, 2017, at 7:00 p.m., or as soon thereafter as the matter may be heard, or on such subsequent date to which the public hearing or Council consideration may be continued.

APPROVED, AND ADOPTED after public hearing the 7th day of June, 2017.

CITY OF ALAMOSA

By _____

Josef P. Lucero, Mayor

ATTEST:

Holly C. Martinez, City Clerk

ORDINANCE NO. ~~11~~12-2017

**AN ORDINANCE REGULATING THE PERSONAL GROWING,
CULTIVATING, AND PROCESSING OF MARIJUANA**

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WHEREAS, Council is further authorized pursuant to C.R.S. § 9-7-113 to ban the use of compressed flammable gas in the extraction of THC or other cannabinoids in a residential setting; and

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ARTICLE VI GROWING OF MARIJUANA FOR PERSONAL USE

Sec. 4-170. Scope. This Ordinance applies to the growing, cultivating, and processing of marijuana on any lot, parcel, or tract of land by any person, including but not limited to patients, primary caregivers, or persons for personal use.

Sec. 4-171. Definitions: The definitions contained in Article XVIII, Sections 14 and 16 of the Colorado Constitution, the Colorado Medical Marijuana Code (C.R.S. § 12-43.3-101 *et seq.*) and the Colorado Retail Marijuana Code (C.R.S. § 12-43.4-101 *et seq.*), as amended from time to time, are incorporated into this Ordinance by reference, including but not limited to, definitions of Marijuana, and Medical Marijuana, ~~Patient, and Primary Caregiver~~. All other applicable definitions are as stated herein.

- (a) “Accessory Structure” means: A subordinate structure detached from but located on the same lot as the primary residence, the use of which is incidental and accessory to that of the primary residence.
- (b) “Accessory Use” means: A use incidental to and subordinate to a primary residence.
- (c) “Medical Marijuana Patient” means: a patient, as defined in Art. XVIII Sec. 14(1)(d) of the Colorado Constitution, who holds a valid and current registry identification card, as defined in Art. XVIII Sec. 14(1)(g) of the Colorado Constitution, and any person who is a Medical Marijuana Patient under this section shall be registered with the state licensing authority pursuant to C.R.S. § 25-1.5-106(8.5).
- (d) “Primary Care Giver” shall have the same meaning as set forth in Art. XVIII Sec. 14(1)(f) of the Colorado Constitution, and any person who is a Primary Care Giver under this section shall be registered with the state licensing authority pursuant to C.R.S. § 25-1.5-106(8.6).
- (c) “Primary Residence” means: A residence, including the lot, the home, and any accessory structures located on the lot, where a person, by custom and practice, makes his or her principle domicile and address and to which the person intends to return following any temporary absence, such as a vacation. Residence is evidenced by actual daily physical presence, use and occupancy of the primary residence and use of the residential address for domestic purposes, such as, but not limited to, slumber, preparation and partaking of meals, regular mail delivery, vehicle registration, or credit, water and utility billing. A person shall have only one primary residence.
- (d) “Primary Use” means: The main use of a structure or land, as distinguished from an accessory use.

Sec. 4-172. Growing, Cultivating, and Processing of Marijuana:

(a) Accessory Use to Primary Residence

Marijuana may only be grown, cultivated, or processed as an accessory use at the primary residence of the person conducting such activity, and only for such person's own use, or by a primary caregiver on behalf of a patient.

(b) Location of Growing, Cultivating, and Processing of Marijuana

1. Marijuana may only be grown, cultivated, or processed in a primary residence where residential use is the primary use of the structure or in an accessory structure to the primary residence on the same property. ~~Other provisions of this Article notwithstanding, a permit is required for an accessory structure used for growing marijuana.~~
2. ~~The~~2. If grown indoors, including indoors in any accessory structure, the space used for the growing, cultivating, or processing of marijuana shall be limited to a total area of 100 square feet and a total volume of 1000 cubic feet. The area shall be measured to the projected outer dripline of the plants when considered as a unit, and calculated based upon the most reasonably appropriate and easily calculated geometric shape encompassing that dripline (typically a rectangle, right triangle, or circle). The volume shall be calculated as the area calculated as set forth above, multiplied by the height of the tallest plant.
3. Marijuana shall not be grown, cultivated, or processed within any multi-family dwelling.
4. Any area used for the growing, cultivating, and processing of marijuana shall be fully enclosed and locked, ensuring accessibility only by the person growing, cultivating or processing the marijuana for medical or personal use and to prevent access by children, visitors, casual passersby, or anyone not authorized to possess marijuana.
5. Any area used for the growing, cultivating, or processing of marijuana shall comply with all applicable building and fire codes, as amended and adopted, including plumbing, electrical and mechanical.
6. Nonresidential buildings or structures that are not accessory to a primary residence shall not be used for the growing, cultivating, or processing of marijuana.
7. It is unlawful to use a kitchen, bathroom or primary bedrooms for the indoor cultivation of marijuana.
8. ~~Marijuana shall not be grown, cultivated, or processed~~

~~outdoors~~^[ES1].

(c) Compliance with Building Codes:

It is unlawful to cultivate marijuana in any structure without complying with applicable building and fire codes, including plumbing and electrical, and all applicable zoning codes, including but not limited to lot coverage, setback and height requirements.

Sec. 4-173. Marijuana Plant Limits

At any given time, no more than 12 marijuana plants, in any stage of maturity, may be possessed, grown, cultivated or processed at a primary residence, including the lot, home, and any accessory structure, regardless of how many adults reside at the residence, unless

being grown by one or more Medical Marijuana Patients or Primary Care Givers residing at the residence, in which case the number of plants, at any stage of maturity, may not exceed 24.

Sec. 4-174. Lighting Restrictions and Prohibition on Use of Compressed Flammable Gas Products or Flammable Liquids

It is unlawful to use any grow lighting system for the indoor cultivation of marijuana other than light-emitting diodes (LEDs), compact fluorescent lamps (CFLs) or fluorescent lighting. All high-intensity discharge (HID) lighting, including but not limited to mercury-vapor lamps, metal-halide (MH) lamps, ceramic MH lamps, sodium-vapor lamps, high-pressure sodium (HPS) lamps and xenon short-arc lamps, are prohibited.

No compressed flammable gas (e.g. butane) or flammable liquid may be used in the growing, cultivating, or processing of marijuana. For purposes of this paragraph, “flammable liquid” means a liquid that has a flash point below one hundred degrees (100°) Fahrenheit, and includes all forms of alcohol and ethanol.

Sec. 4-175. Cannot be Perceptible

The growing, cultivating, or processing of marijuana shall not be perceptible from the exterior of the structure in which such activities occur, including, but not limited to:

- (a) Common visual observation.
- (b) Light pollution, glare, or brightness that disturbs the peace of another.
- (c) Undue vehicular or foot traffic, including unusually heavy parking in front of the primary residence.
- (d) The smell or odor of marijuana growing, cultivating, or processing at a primary residence shall not be detectable by a person with a normal sense of smell from any adjoining lot, parcel, tract, public right-of-way, or building unit.

Sec. 4-176. Ventilation Requirements

Any indoor marijuana cultivation area shall include a ventilation and filtration system designed to ensure that odors from the cultivation are not detectable beyond the property line for detached single-family residential dwelling, and designed to prevent mold and moisture and otherwise protect the health and safety of persons residing in the residence. This shall include, at a minimum, a system meeting the requirements of the current, adopted edition of the International Residential Code.

Sec. 4-177. Penalty for Violations – Declaration of Nuisance: It shall be unlawful for any person to violate any provision of this ordinance. Any person found to have violated a provision of this ordinance shall be fined in accordance with the City’s schedule of fines, but in no event shall any fine for violation of section 4-175 be less than \$100, and for violation of any of sections 4-172 , 4-173, 4-174, and 4-176 be less than \$500. In addition, violation of this ordinance shall constitute a nuisance, and may be abated by the City in the same manner dangerous buildings are abated.

Sec. 4-178. Additional Remedies The remedies provided in this ordinance shall be cumulative and in addition to any other federal, state or local remedy, criminal or civil, which may be available. Nothing contained herein shall be construed to preclude prosecution under any other applicable statute, ordinance, rule, order or regulation.

Section 2. Severability: Should any section, clause, sentence, or part of this Ordinance be adjudged by any court of competent jurisdiction to be unconstitutional or invalid, the same shall not affect, impair or invalidate the ordinance as a whole or any part thereof other than the part so declared to be invalid.

Section 3. General Repealer. All other acts, orders, ordinances, resolutions, or portions thereof in conflict with the sections adopted in this Ordinance, are hereby repealed to the extent of such conflict.

Section 4. Recording and Authentication. This ordinance, immediately upon its passage, shall be authenticated by the signatures of the Mayor and City Clerk, recorded in the City book of Ordinances kept for that purposes, and published according to law.

Section 5. Publication and Effective Date. This ordinance shall take effect ten (10) days after publication following final passage. Publication both before and after final passage shall be by the title of this ordinance, which Council determines constitutes a sufficient summary of the ordinance, together with the statement that the full text of the ordinance is available for public inspection and acquisition on the City's website and in the office of the City Clerk.

Section 6. Declaration of Public Interest. This ordinance is necessary to preserve the peace, health, safety, welfare, and to serve the best interest of the citizens of the City of Alamosa, Colorado.

INTRODUCED, READ AND APPROVED on first reading the 17th day of May, 2017, and ordered published by title and reference as provided by law with notice of a public hearing to be held for consideration of the adoption of said ordinance on the 7th day of June, 2017, at 7:00 p.m., or as soon thereafter as the matter may be heard, or on such subsequent date to which the public hearing or Council consideration may be continued.

APPROVED, AND ADOPTED after public hearing the 7th day of June, 2017.

CITY OF ALAMOSA

By _____

Josef P. Lucero, Mayor

ATTEST:

Holly C. Martinez, City Clerk

NOTE: This bill has been prepared for the signatures of the appropriate legislative officers and the Governor. To determine whether the Governor has signed the bill or taken other action on it, please consult the legislative status sheet, the legislative history, or the Session Laws.



HOUSE BILL 17-1220

BY REPRESENTATIVE(S) Becker K. and Wist, Carver, Esgar, Landgraf, Lawrence, Pabon, Thurlow, Van Winkle, Young, Arndt, Beckman, Covarrubias, Garnett, Ginal, Liston, Lundeen, McKean, Navarro, Nordberg, Pettersen, Ransom, Sias, Willett, Wilson, Gray, Hamner, Hooton, Kennedy, Kraft-Tharp, Neville P., Valdez, Williams D., Duran; also SENATOR(S) Gardner and Fields, Priola, Cooke, Court, Crowder, Hill, Holbert, Lambert, Martinez Humenik, Neville T., Smallwood, Tate, Todd, Williams A., Grantham.

CONCERNING MEASURES TO STOP DIVERSION OF LEGAL MARIJUANA TO THE
ILLEGAL MARKET.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. Legislative declaration. (1) The general assembly finds and declares that:

(a) Through citizen-initiated measures, Colorado provided its citizens protections for the cultivation and use of medical marijuana in 2000 and recreational marijuana in 2012;

(b) One of the reasons behind these citizen-initiated measures was to erode the black market for marijuana in Colorado;

Capital letters indicate new material added to existing statutes; dashes through words indicate deletions from existing statutes and such material not part of act.

(c) The constitutional provisions for both medical marijuana and recreational marijuana provide protections for personal marijuana cultivation, but these provisions are silent on the question of where marijuana plants may be grown or processed for medical or recreational use;

(d) Although the authority for marijuana cultivation for both medical and recreational marijuana is generally limited to six plants per person, some provisions allow individuals to grow more plants. In the medical marijuana code, a patient can grow an "extended plant count" if his or her physician, who makes the medical marijuana recommendation, also determines the patient has a medical necessity for more than six plants. As well, a primary caregiver can grow medical marijuana for each of the patients that he or she serves.

(e) The extended plant count and primary caregiver provisions have created a situation in which individuals are cultivating large quantities of marijuana in residential homes;

(f) These large-scale cultivation sites in residential properties create a public safety issue and are a public nuisance. A site in a residential property can overburden the home's electrical system, resulting in excessive power use and creating a fire hazard that puts first responders at risk. A site can also cause water damage and mold in the residential property. A site in a residential property can produce a noxious smell that limits the ability of others who live in the area to enjoy the quiet of their homes. Often the site is a rental home, and the renters cause significant damage to the home by retrofitting the home to be used as a large-scale cultivation site. When residential property is used for a large-scale cultivation site, it often lowers the value of the property and thus the property value of the rest of the neighborhood. Finally, a site in a residential property can serve as a target for criminal activity, creating an untenable public safety hazard.

(g) Large-scale, multi-national crime organizations have exploited Colorado laws, rented multiple residential properties for large-scale cultivation sites, and caused an influx of human trafficking and large amounts of weapons as well as the potential for violent crimes in residential neighborhoods;

(h) Large-scale cultivation sites in residential properties have been used to divert marijuana out of state and to children.

(2) Therefore, the general assembly determines that it is necessary to impose reasonable limits on residential marijuana cultivation that do not encroach on the protections afforded Colorado citizens in the Colorado constitution.

SECTION 2. In Colorado Revised Statutes, 18-18-406, **amend** (3)(a); and **add** (3)(c) as follows:

18-18-406. Offenses relating to marijuana and marijuana concentrate - definition. (3) (a) (I) It is unlawful for a person to knowingly cultivate, grow, or produce a marijuana plant or knowingly allow a marijuana plant to be cultivated, grown, or produced on land that the person owns, occupies, or controls.

(II) (A) REGARDLESS OF WHETHER THE PLANTS ARE FOR MEDICAL OR RECREATIONAL USE, IT IS UNLAWFUL FOR A PERSON TO KNOWINGLY CULTIVATE, GROW, OR PRODUCE MORE THAN TWELVE MARIJUANA PLANTS ON OR IN A RESIDENTIAL PROPERTY; OR TO KNOWINGLY ALLOW MORE THAN TWELVE MARIJUANA PLANTS TO BE CULTIVATED, GROWN, OR PRODUCED ON OR IN A RESIDENTIAL PROPERTY.

(B) EXCEPT AS PROVIDED IN SECTION 25-1.5-106 (8.5)(a.5)(I) OR SECTION 25-1.5-106 (8.6)(a)(I.5) FOR A MEDICAL MARIJUANA PATIENT OR A PRIMARY CAREGIVER WITH A TWENTY-FOUR-MARIJUANA-PLANT-COUNT EXCEPTION TO SUBSECTION (3)(a)(II)(A) OF THIS SECTION, IT IS NOT A VIOLATION OF SUBSECTION (3)(a)(II)(A) OF THIS SECTION IF A COUNTY, MUNICIPALITY, OR CITY AND COUNTY LAW EXPRESSLY PERMITS THE CULTIVATION, GROWTH, OR PRODUCTION OF MORE THAN TWELVE MARIJUANA PLANTS ON OR IN A RESIDENTIAL PROPERTY AND THE PERSON IS CULTIVATING, GROWING, OR PRODUCING THE PLANTS IN AN ENCLOSED AND LOCKED SPACE AND WITHIN THE LIMIT SET BY THE COUNTY, MUNICIPALITY, OR CITY AND COUNTY WHERE THE PLANTS ARE LOCATED.

(III) A person who violates the provisions of ~~this subsection (3)~~ SUBSECTION (3)(a)(I) OF THIS SECTION commits:

⊕ (A) A level 3 drug felony if the offense involves more than thirty

plants;

~~(H)~~ (B) A level 4 drug felony if the offense involves more than six but not more than thirty plants; or

~~(H)~~ (C) A level 1 drug misdemeanor if the offense involves not more than six plants.

(IV) A PERSON WHO VIOLATES THE PROVISIONS OF SUBSECTION (3)(a)(II)(A) OF THIS SECTION COMMITS:

(A) A LEVEL 1 DRUG PETTY OFFENSE FOR A FIRST OFFENSE IF THE OFFENSE INVOLVES MORE THAN TWELVE PLANTS, AND, UPON CONVICTION, SHALL BE PUNISHED BY A FINE OF UP TO ONE THOUSAND DOLLARS;

(B) A LEVEL 1 DRUG MISDEMEANOR FOR A SECOND OR SUBSEQUENT OFFENSE IF THE OFFENSE INVOLVES MORE THAN TWELVE BUT NOT MORE THAN TWENTY-FOUR PLANTS; OR

(C) A LEVEL 3 DRUG FELONY FOR A SECOND OR SUBSEQUENT OFFENSE IF THE OFFENSE INVOLVES MORE THAN TWENTY-FOUR PLANTS.

(V) PROSECUTION UNDER SUBSECTION (3)(a)(II)(A) OF THIS SECTION DOES NOT PROHIBIT PROSECUTION UNDER ANY OTHER SECTION OF LAW.

(c) FOR PURPOSES OF THIS SUBSECTION (3):

(I) "FLOWERING" MEANS THE REPRODUCTIVE STATE OF THE CANNABIS PLANT IN WHICH THERE ARE PHYSICAL SIGNS OF FLOWER BUDDING OUT OF THE NODES IN THE STEM.

(II) "PLANT" MEANS ANY CANNABIS PLANT IN A CULTIVATING MEDIUM WHICH PLANT IS MORE THAN FOUR INCHES WIDE OR FOUR INCHES HIGH OR A FLOWERING CANNABIS PLANT REGARDLESS OF THE PLANT'S SIZE.

(III) "RESIDENTIAL PROPERTY" MEANS A SINGLE UNIT PROVIDING COMPLETE INDEPENDENT LIVING FACILITIES FOR ONE OR MORE PERSONS, INCLUDING PERMANENT PROVISIONS FOR LIVING, SLEEPING, EATING, COOKING, AND SANITATION. "RESIDENTIAL PROPERTY" ALSO INCLUDES THE REAL PROPERTY SURROUNDING A STRUCTURE, OWNED IN COMMON WITH

THE STRUCTURE, THAT INCLUDES ONE OR MORE SINGLE UNITS PROVIDING COMPLETE INDEPENDENT LIVING FACILITIES.

SECTION 3. In Colorado Revised Statutes, 25-1.5-106, **amend** (7)(e)(I)(A); and **add** (2)(e.3), (8.5)(a.5), (8.5)(b.5), (8.6)(a)(I.5), and (8.6)(a)(I.6) as follows:

25-1.5-106. Medical marijuana program - powers and duties of state health agency - rules - medical review board - medical marijuana program cash fund - subaccount - created - repeal. (2) **Definitions.** In addition to the definitions set forth in section 14 (1) of article XVIII of the state constitution, as used in this section, unless the context otherwise requires:

(e.3) "RESIDENTIAL PROPERTY" MEANS A SINGLE UNIT PROVIDING COMPLETE INDEPENDENT LIVING FACILITIES FOR ONE OR MORE PERSONS, INCLUDING PERMANENT PROVISIONS FOR LIVING, SLEEPING, EATING, COOKING, AND SANITATION. "RESIDENTIAL PROPERTY" ALSO INCLUDES THE REAL PROPERTY SURROUNDING A STRUCTURE, OWNED IN COMMON WITH THE STRUCTURE, THAT INCLUDES ONE OR MORE SINGLE UNITS PROVIDING COMPLETE INDEPENDENT LIVING FACILITIES.

(7) **Primary caregivers.** (e) (I) (A) In order to be a primary caregiver who cultivates medical marijuana for his or her patients or transports medical marijuana for his or her patients, he or she shall also register with the state licensing authority AND COMPLY WITH ALL LOCAL LAWS, REGULATIONS, AND ZONING AND USE RESTRICTIONS. A person may not register as a primary caregiver if he or she is licensed as a medical marijuana business as described in part 4 of article 43.3 of title 12 ~~C.R.S.~~, or a retail marijuana business as described in part 4 of article 43.4 of title 12. ~~C.R.S.~~ An employee, contractor, or other support staff employed by a licensed entity pursuant to article 43.3 or 43.4 of title 12, ~~C.R.S.~~, or working in or having access to a restricted area of a licensed premises pursuant to article 43.3 or 43.4 of title 12, ~~C.R.S.~~, may be a primary caregiver.

(8.5) **Encourage patient voluntary registration - plant limits.** (a.5) (I) UNLESS OTHERWISE EXPRESSLY AUTHORIZED BY LOCAL LAW, IT IS UNLAWFUL FOR A PATIENT TO POSSESS AT OR CULTIVATE ON A RESIDENTIAL PROPERTY MORE THAN TWELVE MARIJUANA PLANTS REGARDLESS OF THE

NUMBER OF PERSONS RESIDING, EITHER TEMPORARILY OR PERMANENTLY, AT THE PROPERTY; EXCEPT THAT IT IS UNLAWFUL FOR A PATIENT TO POSSESS AT OR CULTIVATE ON OR IN A RESIDENTIAL PROPERTY MORE THAN TWENTY-FOUR MARIJUANA PLANTS REGARDLESS OF THE NUMBER OF PERSONS RESIDING, EITHER TEMPORARILY OR PERMANENTLY, AT THE PROPERTY IF A PATIENT:

(A) LIVES IN A COUNTY, MUNICIPALITY, OR CITY AND COUNTY THAT DOES NOT LIMIT THE NUMBER OF MARIJUANA PLANTS THAT MAY BE GROWN ON OR IN A RESIDENTIAL PROPERTY;

(B) REGISTERS PURSUANT TO THIS SUBSECTION (8.5) WITH THE STATE LICENSING AUTHORITY'S REGISTRY; AND

(C) PROVIDES NOTICE TO THE APPLICABLE COUNTY, MUNICIPALITY, OR CITY AND COUNTY OF HIS OR HER RESIDENTIAL CULTIVATION OPERATION IF REQUIRED BY THE JURISDICTION. A LOCAL JURISDICTION SHALL NOT PROVIDE THE INFORMATION PROVIDED TO IT PURSUANT TO THIS SUBSECTION (8.5)(a.5)(I)(C) TO THE PUBLIC, AND THE INFORMATION IS CONFIDENTIAL.

(II) A PATIENT WHO CULTIVATES MORE MARIJUANA PLANTS THAN PERMITTED IN SUBSECTION (8.5)(a.5)(I) OF THIS SECTION SHALL LOCATE HIS OR HER CULTIVATION OPERATION ON A PROPERTY, OTHER THAN A RESIDENTIAL PROPERTY, WHERE MARIJUANA CULTIVATION IS ALLOWED BY LOCAL LAW AND SHALL COMPLY WITH ANY APPLICABLE LOCAL LAW REQUIRING DISCLOSURE ABOUT THE CULTIVATION OPERATION. CULTIVATION OPERATIONS CONDUCTED IN A LOCATION OTHER THAN A RESIDENTIAL PROPERTY ARE SUBJECT TO ANY COUNTY AND MUNICIPAL BUILDING AND PUBLIC HEALTH INSPECTION REQUIRED BY LOCAL LAW. A PERSON WHO VIOLATES THIS SUBSECTION (8.5)(a.5) IS SUBJECT TO THE OFFENSES AND PENALTIES DESCRIBED IN SECTION 18-18-406.

(b.5) A PATIENT WHO CULTIVATES HIS OR HER OWN MEDICAL MARIJUANA PLANTS SHALL COMPLY WITH ALL LOCAL LAWS, REGULATIONS, AND ZONING AND USE RESTRICTIONS.

(8.6) Primary caregivers plant limits - exceptional circumstances. (a) (I.5) UNLESS OTHERWISE EXPRESSLY AUTHORIZED BY LOCAL LAW, IT IS UNLAWFUL FOR A PRIMARY CAREGIVER TO POSSESS AT OR CULTIVATE ON A RESIDENTIAL PROPERTY MORE THAN TWELVE MARIJUANA

PLANTS REGARDLESS OF THE NUMBER OF PERSONS RESIDING, EITHER TEMPORARILY OR PERMANENTLY, AT THE PROPERTY; EXCEPT THAT IT IS UNLAWFUL FOR A PRIMARY CAREGIVER TO POSSESS AT OR CULTIVATE ON OR IN A RESIDENTIAL PROPERTY MORE THAN TWENTY-FOUR MARIJUANA PLANTS REGARDLESS OF THE NUMBER OF PERSONS RESIDING, EITHER TEMPORARILY OR PERMANENTLY, AT THE PROPERTY IF A PRIMARY CAREGIVER:

(A) LIVES IN A COUNTY, MUNICIPALITY, OR CITY AND COUNTY THAT DOES NOT LIMIT THE NUMBER OF MARIJUANA PLANTS THAT MAY BE GROWN ON OR IN A RESIDENTIAL PROPERTY;

(B) IS REGISTERED PURSUANT TO THIS SUBSECTION (8.6) WITH THE STATE LICENSING AUTHORITY'S REGISTRY; AND

(C) PROVIDES NOTICE TO THE APPLICABLE COUNTY, MUNICIPALITY, OR CITY AND COUNTY OF HIS OR HER RESIDENTIAL CULTIVATION OPERATION IF REQUIRED BY THE JURISDICTION. A LOCAL JURISDICTION SHALL NOT PROVIDE THE INFORMATION PROVIDED TO IT PURSUANT TO THIS SUBSECTION (8.6)(a)(I.5) TO THE PUBLIC, AND THE INFORMATION IS CONFIDENTIAL.

(I.6) ANY PRIMARY CAREGIVER WHO CULTIVATES MORE MARIJUANA PLANTS THAN PERMITTED IN SUBSECTION (8.6)(a)(I.5) OF THIS SECTION SHALL LOCATE HIS OR HER CULTIVATION OPERATION ON A PROPERTY, OTHER THAN A RESIDENTIAL PROPERTY, WHERE MARIJUANA CULTIVATION IS ALLOWED BY LOCAL LAW AND SHALL COMPLY WITH ANY APPLICABLE LOCAL LAW REQUIRING DISCLOSURE ABOUT THE CULTIVATION OPERATION. CULTIVATION OPERATIONS CONDUCTED IN A LOCATION OTHER THAN A RESIDENTIAL PROPERTY ARE SUBJECT TO ANY COUNTY AND MUNICIPAL BUILDING AND PUBLIC HEALTH INSPECTION REQUIRED BY LOCAL LAW. A PERSON WHO VIOLATES SUBSECTION (8.6)(a)(I) OF THIS SECTION IS SUBJECT TO THE OFFENSES AND PENALTIES DESCRIBED IN SECTION 18-18-406.

SECTION 4. Act subject to petition - effective date - applicability. (1) This act takes effect January 1, 2018; except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within the ninety-day period after final adjournment of the general assembly, then the act, item, section, or part will not take effect unless approved by the people at the general election to be held in November 2018 and, in such case, will take effect on the date of the official declaration of the vote thereon by the

governor.

(2) Section 2 of this act applies to offenses committed on or after the applicable effective date of this act.

Crisanta Duran
SPEAKER OF THE HOUSE
OF REPRESENTATIVES

Kevin J. Grantham
PRESIDENT OF
THE SENATE

Marilyn Eddins
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES

Effie Ameen
SECRETARY OF
THE SENATE

APPROVED _____

John W. Hickenlooper
GOVERNOR OF THE STATE OF COLORADO

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Second Reading and Public Hearing, Ordinance No. 13-2017, an ordinance amending sec. 11-100 of the *Code of Ordinances of the City of Alamosa* to align the language of the ordinance concerning theft with the changes to the statute concerning theft found at C.R.S. § 18-4-401, and deleting sections 11-104 governing theft of rental property and 11-105 governing theft by receiving, as encompassed within sec. 11-100 as amended.

Recommended Action:

Conduct public hearing, and, unless evidence to the contrary is introduced, approve Ordinance No. 13-2017.

Background:

The Colorado legislature in 2013 amended C.R.S. § 18-4-401 governing theft to incorporate theft of rental property and theft by receiving into the general theft statute, and to adjust the categories of theft (from petty offense to class 2 felony) based on amounts stolen. C.R.S. § 18-4-401(8) gives municipalities concurrent jurisdiction to prohibit theft by ordinance where the amount stolen is less than \$1,000. A copy of C.R.S. § 18-4-401 is included as background material.

The *Code of Ordinances of Alamosa, Colorado*, contains a definition of theft at Section 11-100, mirroring, for the most part, that contained in C.R.S. § 18-4-401. The City endeavors, where possible, to have its ordinances use the same terms and concepts as state statutes that govern the same subject matter so that there is consistency in interpretation of the statutes and ordinances.

While State law classifies theft into varying categories of theft depending upon the amount at issue (from petty offense through class 1 misdemeanor), the City ordinances classify theft in any amount as a simple ordinance violation, so those categories are not carried forward in the ordinance.

This ordinance changes the definition of theft in Section 11-100 to mirror the state statute, and deletes Sections 11-104 and 11-105 as covered in the new 11-100. There was a portion of 11-104 not included in the new state statute, and that has been preserved as the new 11-100(e).

Issue Before the Council:

Does Council wish to approve the Ordinance aligning the City's theft ordinance with state statute?

Alternatives:

- 1) Approve the Ordinance as written
- 2) Approve the Ordinance with changes such as not retaining Sec. 11-100(e)
- 3) Decline to approve the Ordinance in whole or in part, and give staff further direction.

Fiscal Impact:

None.

Legal Opinion:

City Attorney will be available for comment if necessary.

Conclusion:

Approval of this Ordinance would align Alamosa's theft ordinance with similar provisions in state statute.

ATTACHMENTS:

Description	Type
▣ Ordinance __-2017 amendment of theft ordinance	Ordinance
▣ C.R.S. § 18-4-401	Backup Material
▣ Existing theft ordinances 11-100 to 11-106	Backup Material

ORDINANCE NO. __-2017

AN ORDINANCE AMENDING SEC. 11-100 OF THE *CODE OF ORDINANCES OF THE CITY OF ALAMOSA* TO ALIGN THE LANGUAGE OF THE ORDINANCE CONCERNING THEFT WITH THE CHANGES TO THE STATUTE CONCERNING THEFT FOUND AT C.R.S. § 18-4-401, AND DELETING SECTIONS 11-104 GOVERNING THEFT OF RENTAL PROPERTY AND 11-105 GOVERNING THEFT BY RECEIVING, AS ENCOMPASSED WITHIN SEC. 11-100 AS AMENDED.

WHEREAS, The Colorado legislature recently amended C.R.S. § 18-4-401 governing theft; and

WHEREAS, The *Code of Ordinances of Alamosa, Colorado*, contains a definition of theft at Section 11-100, mirroring, for the most part, that contained in C.R.S. § 18-4-401; and

WHEREAS, The new State statute incorporates theft of rental property, which was previously codified in in the *Alamosa Code* as Section 11-104, and theft by receiving, which was previously codified in in the *Alamosa Code* as Section 11-105, into the general definition of theft found at C.R.S. § 18-4-401; and

WHEREAS, The City endeavors, where possible, to have its ordinances use the same terms and concepts as state statutes that govern the same subject matter so that there is consistency in interpretation of the statutes and ordinances;

WHEREAS, State law classifies theft into varying categories of theft depending upon the amount at issue (from petty offense through class 1 misdemeanor), while the City ordinances classify theft in any amount as an ordinance violation, but distinctions in amount involved are significant when considering appropriate punishment for violations of the ordinance, and the categories set forth in State law are useful in defining where those break points reside; and

WHEREAS, Council desires to align the City ordinance with State law and with the current practice of the City;

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

Section 1. Repeal and Replacement of Chapter 11, ARTICLE VI, Section 11-100. Section 11-100 of The *Code of Ordinances of Alamosa, Colorado* is hereby amended to read in its entirety as follows:

Sec. 11-100. -Theft.

(1) A person commits theft when he or she knowingly obtains, retains, or exercises control over anything of value of another without authorization or by threat or deception; or receives, loans money by pawn or pledge on, or disposes of anything of value or belonging to another that he or she knows or believes to have been stolen, and:

- (a) Intends to deprive the other person permanently of the use or benefit of the thing of value;
- (b) Knowingly uses, conceals, or abandons the thing of value in such manner as to deprive the other person permanently of its use or benefit;
- (c) Uses, conceals, or abandons the thing of value intending that such use, concealment, or abandonment will deprive the other person permanently of its use or benefit;
- (d) Demands any consideration to which he or she is not legally entitled as a condition of restoring the thing of value to the other person;
- (e) Obtains the temporary use of personal property of another, which is available only for hire, by means of threat or deception, or knowing that such use is without the consent of the person providing the personal property; or
- (f) Knowingly retains the thing of value more than seventy-two hours after the agreed-upon time of return in any lease or hire agreement.

(2) For the purposes of this section, a thing of value is that of “another” if anyone other than the defendant has a possessory or proprietary interest therein.

Section 2. Repeal of Chapter 11, ARTICLE VI, Section 11-104 and 11-105, and renumbering of remaining sections. Sections 11-104 and 11-105 of The *Code of Ordinances of Alamosa, Colorado* are hereby repealed, and the remaining sections 11-106 and 11-107 renumbered correspondingly to 11-104 and 11-105

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

Section 4. General Repealer. All other acts, orders, ordinances, resolutions, or portions thereof in conflict with the sections adopted in this Ordinance, are hereby repealed to the extent of such conflict.

Section 5. Recording and Authentication. This ordinance, immediately upon its passage, shall be authenticated by the signatures of the Mayor and City Clerk, recorded in the City book of Ordinances kept for that purposes, and published according to law.

Section 6. Publication and Effective Date. This ordinance shall take effect ten (10) days after publication following final passage. Publication both before and after final passage shall be by the title of this ordinance, which Council determines constitutes a sufficient summary of the ordinance, together with the statement that the full text of the ordinance is available for public inspection and acquisition on the City’s website and in the office of the City Clerk.

Section 7. Declaration of Public Interest. This ordinance is necessary to preserve the peace, health, safety, welfare, and to serve the best interest of the citizens of the City of Alamosa, Colorado.

INTRODUCED, READ AND APPROVED on first reading the 17th day of May, 2017, and ordered published by title and reference as provided by law with notice of a public hearing to

be held for consideration of the adoption of said ordinance on the 7th day of June, 2017, at 7:00 p.m., or as soon thereafter as the matter may be heard, or on such subsequent date to which the public hearing or Council consideration may be continued.

APPROVED, AND ADOPTED after public hearing the 7th day of June, 2017.

CITY OF ALAMOSA

By _____

Josef P. Lucero, Mayor

ATTEST:

Holly C. Martinez, City Clerk

§ 18-4-401. Theft.

Colorado Statutes

Title 18. CRIMINAL CODE

Article 4. Offenses Against Property

Part 4. THEFT

Current through Chapter 174 of the 2017 Legislative Session (with the exception of Chapters 153 and 162-168)

§ 18-4-401. Theft

- (1) A person commits theft when he or she knowingly obtains, retains, or exercises control over anything of value of another without authorization or by threat or deception; or receives, loans money by pawn or pledge on, or disposes of anything of value or belonging to another that he or she knows or believes to have been stolen, and:
 - (a) Intends to deprive the other person permanently of the use or benefit of the thing of value;
 - (b) Knowingly uses, conceals, or abandons the thing of value in such manner as to deprive the other person permanently of its use or benefit;
 - (c) Uses, conceals, or abandons the thing of value intending that such use, concealment, or abandonment will deprive the other person permanently of its use or benefit;
 - (d) Demands any consideration to which he or she is not legally entitled as a condition of restoring the thing of value to the other person; or
 - (e) Knowingly retains the thing of value more than seventy-two hours after the agreed-upon time of return in any lease or hire agreement.
- (1.5) For the purposes of this section, a thing of value is that of "another" if anyone other than the defendant has a possessory or proprietary interest therein.
- (2) Theft is:
 - (a) (Deleted by amendment, L. 2007, p. 1690, §3, effective July 1, 2007.)
 - (b) A class 1 petty offense if the value of the thing involved is less than fifty dollars;
 - (b.5) Repealed.

- (c) A class 3 misdemeanor if the value of the thing involved is fifty dollars or more but less than three hundred dollars;
- (d) A class 2 misdemeanor if the value of the thing involved is three hundred dollars or more but less than seven hundred fifty dollars;
- (e) A class 1 misdemeanor if the value of the thing involved is seven hundred fifty dollars or more but less than two thousand dollars;
- (f) A class 6 felony if the value of the thing involved is two thousand dollars or more but less than five thousand dollars;
- (g) A class 5 felony if the value of the thing involved is five thousand dollars or more but less than twenty thousand dollars;
- (h) A class 4 felony if the value of the thing involved is twenty thousand dollars or more but less than one hundred thousand dollars;
- (i) A class 3 felony if the value of the thing involved is one hundred thousand dollars or more but less than one million dollars; and
- (j) A class 2 felony if the value of the thing involved is one million dollars or more.

(3) Repealed.

and

(3.1)

- (4)
 - (a) When a person commits theft twice or more within a period of six months, two or more of the thefts may be aggregated and charged in a single count, in which event the thefts so aggregated and charged shall constitute a single offense, the penalty for which shall be based on the aggregate value of the things involved, pursuant to subsection (2) of this section.
 - (b) When a person commits theft twice or more against the same person pursuant to one scheme or course of conduct, the thefts may be aggregated and charged in a single count, in which event they shall constitute a single offense, the penalty for which shall be based on the aggregate value of the things involved, pursuant to subsection (2) of this section.
- (5) Theft from the person of another by means other than the use of force, threat, or intimidation is a class 5 felony without regard to the value of the thing taken.
- (6) In every indictment or information charging a violation of this section, it shall be sufficient to allege that, on or about a day certain, the defendant committed the crime of theft by unlawfully taking a thing or things of value of a person or persons named in the indictment or information. The prosecuting attorney shall at the request of the defendant provide a bill

of particulars.

- (7) Repealed.
- (8) A municipality shall have concurrent power to prohibit theft, by ordinance, where the value of the thing involved is less than one thousand dollars.
- (9)
 - (a) If a person is convicted of or pleads guilty or nolo contendere to theft by deception and the underlying factual basis of the case involves the mortgage lending process, a minimum fine of the amount of pecuniary harm resulting from the theft shall be mandatory, in addition to any other penalty the court may impose.
 - (b) A court shall not accept a plea of guilty or nolo contendere to another offense from a person charged with a violation of this section that involves the mortgage lending process unless the plea agreement contains an order of restitution in accordance with part 6 of article 1.3 of this title that compensates the victim for any costs to the victim caused by the offense.
 - (c) The district attorneys and the attorney general have concurrent jurisdiction to investigate and prosecute a violation of this section that involves making false statements or filing or facilitating the use of a document known to contain a false statement or material omission relied upon by another person in the mortgage lending process.
 - (d) Documents involved in the mortgage lending process include, but are not limited to, uniform residential loan applications or other loan applications; appraisal reports; HUD-1 settlement statements; supporting personal documentation for loan applications such as W-2 forms, verifications of income and employment, bank statements, tax returns, and payroll stubs; and any required disclosures.
 - (e) For the purposes of this subsection (9):
 - (I) "Mortgage lending process" means the process through which a person seeks or obtains a residential mortgage loan, including, without limitation, solicitation, application, or origination; negotiation of terms; third-party provider services; underwriting; signing and closing; funding of the loan; and perfecting and releasing the mortgage.
 - (II) "Residential mortgage loan" means a loan or agreement to extend credit, made to a person and secured by a mortgage or lien on residential real property, including, but not limited to, the refinancing or renewal of a loan secured by residential real property.
 - (III) "Residential real property" means real property used as a residence and containing no more than four families housed separately.

Cite as C.R.S. § 18-4-401

History. Amended by 2013 Ch. 373, §1, eff. 6/5/2013.

L. 71: R&RE, p. 428, § 1. C.R.S. 1963: § 40-4-401 . L. 75: IP(1), (2), and (3) amended and (3.1) added, pp. 618, 619, §§ 9, 10, effective July 1. L. 77: (4) amended, p. 972, § 1, effective May 27; (2) R&RE, (3) and (3.1) repealed, and (4) amended, pp. 973, 976, §§ 1, 2, 9, effective July 1. L. 81: (7) added, p. 987, § 1, effective July 1. L. 83: (8) added, p. 665, § 7, effective July 1. L. 84: (7)(a) and (7)(b) amended, p. 541, § 1, effective April 12; (2)(b), (2)(c), (4), (7)(a), and (8) amended, p. 536, §§5, 6, effective July 1, 1985. L. 85: (7)(a) amended, p. 1360, § 13, effective June 28. L. 87: (2)(b), (2)(c), and (4) amended, p. 352, § 3, effective March 16; (1.5) added and (7)(a) amended, pp. 615, 606, §§5, 13, effective July 1. L. 92: (2), (4), and (7)(a) amended, p. 433, § 1, effective April 10; (8) amended, p. 439, § 1, effective June 1. L. 93: (7) repealed, p. 1742, § 42, effective July 1. L. 97: (2)(b) and (2)(c) amended, p. 1548, § 23, effective July 1. L. 98: (4) and (8) amended, p. 1437, § 10, effective July 1; (4) amended, p. 793, § 1, effective July 1. L. 2006: (9) added, p. 1327, § 2, effective July 1. L. 2007: (2), (4), and (8) amended, p. 1690, § 3, effective July 1. L. 2009: (4) amended, (HB09-1334), ch. 244, p. 1099, §2, effective May 11. L. 2013: (1), (2)(b), (2)(c), (2)(d), and (4) amended, (2)(b.5) repealed, and (2)(e), (2)(f), (2)(g), (2)(h), (2)(i), and (2)(j) added, (HB13-1160), ch. 373, p. 2195, §1, effective June 5.

Case Notes:

ANNOTATION

I. GENERAL CONSIDERATION.

Law reviews. For note, "Larceny, Embezzlement and False Pretenses in Colorado -- A Need for Consolidation", see 23 Rocky Mt. L. Rev. 446 (1951). For article, "The Meaning of 'Theft' in Automobile Insurance", see 29 Dicta 119 (1952). For article, "Commitment of Misdemeanants to the Colorado State Reformatory", see 29 Dicta 294 (1952). For note, "False Pretenses, Confidence Game, and Short Check in Colorado", see 25 Rocky Mt. L. Rev. 325 (1953). For article, "Highlights of the 1955 Legislative Session - Criminal Law and Procedure", see 28 Rocky Mt. L. Rev. 69 (1955). For article, "Criminal Law", see 32 Dicta 409 (1955). For article, "One Year Review of Criminal Law and Procedure", see 36 Dicta 34 (1959). For article, "One Year Review of Criminal Law and Procedure", see 39 Dicta 81 (1962). For article, "One Year Review of Constitutional Law", see 40 Den. L. Ctr. J. 134 (1963). For article, "Mens Rea and the Colorado Criminal Code", see 52 U. Colo. L. Rev. 167 (1981). For article, "Lending to a Debtor-in-Possession", see 11 Colo. Law. 2382 (1982).

Annotator's note. (1) Since § 18-4-401 is similar to former § 40-5-2, C.R.S. 1963, and laws antecedent thereto, relevant cases construing those provisions have been included in the annotations to this section.

(2) Annotations appearing below from cases decided prior to 1978 were decided under the version of this section in effect prior to the 1975 amendment to this section.

Common-law offenses. Embezzlement is common-law larceny extended by statute to cover cases where the stolen property comes originally into the possession of the defendant without a trespass. The word implies a fraudulent or

unlawful intent. *Phenneger v. People*, 85 Colo. 442, 276 P. 983 (1929); *Lewis v. People*, 109 Colo. 89, 123 P.2d 398 (1942).

Larceny by bailee was not a common-law offense. *Helser v. People*, 100 Colo. 371, 68 P.2d 543 (1937).

Embezzlement was not recognized at common law and the corollary offense, larceny, embraced only those thefts which were accompanied by trespass in the original acquisition and possession. It was first recognized in England when parliament enacted the statute so as to embrace nontrespass thefts. It was enacted in Colorado with the same object. *Gill v. People*, 139 Colo. 401, 339 P.2d 1000 (1959).

Former theft statute held not unconstitutionally vague. *Peters v. People*, 151 Colo. 35, 376 P.2d 170 (1962); *People v. Lewis*, 180 Colo. 423, 506 P.2d 125 (1973).

This section is constitutional. *People v. Edmonds*, 195 Colo. 358, 578 P.2d 655 (1978).

This section is not unconstitutional despite the fact that it does not require a specific allegation of intent in an information or indictment for its violation. *Edwards v. People*, 176 Colo. 478, 491 P.2d 566 (1971).

This section clearly delineates four acts which, if done with the intent specified, constitute the crime of theft, so that any person of common intelligence can readily comprehend the meaning and application of the unambiguous words used by the general assembly in drafting this section. *Howe v. People*, 178 Colo. 248, 496 P.2d 1040 (1972).

Statute gives a fair description of the proscribed conduct, and persons of common intelligence can readily appreciate the statute's meaning and application. *People v. Hucal*, 182 Colo. 334, 513 P.2d 454 (1973).

Control in theft statute does not have vague and ambiguous meaning so as to be unconstitutional. *People v. Hucal*, 182 Colo. 334, 513 P.2d 454 (1973).

Intent is not inconsistent with different methods of deprivation. Where what varies in different crimes is the method used to achieve the deprivation, there is no inconsistency between the words used to describe the methods of deprivation with the intent to permanently deprive a person of a thing of value and the words "unlawfully taking". *Howe v. People*, 178 Colo. 248, 496 P.2d 1040 (1972).

In enacting § 18-4-410, general assembly intended to reach distinct group of wrongdoers. The class includes those persons who receive, retain, or dispose of property received from another person with the knowledge or reasonable belief that the property has been stolen. *People v. Jackson*, 627 P.2d 741 (Colo. 1981).

The purpose of this section is to remove distinctions and technicalities which previously existed in the pleading and proof of acquisition crimes. *Hucal v. People*, 176 Colo. 529, 493 P.2d 23 (1971).

In enacting the theft statute, the general assembly intended to define one crime of theft which would incorporate all crimes involving the taking or obtaining of personal property without physical force and to eliminate distinctions and technicalities which previously existed in the pleading and proof of such crimes. *Maes v. People*, 178 Colo. 46, 494

P.2d 1290 (1972); People v. Terranova, 38 Colo. App. 476, 563 P.2d 363 (1976); People v. Hopkins, 40 Colo. App. 568, 584 P.2d 84 (1978).

It is consolidation of former separate crimes. Prior to 1967 the various felonies of larceny, embezzlement and the like were separately defined throughout the criminal statutes. The 1967 general assembly consolidated these formerly separately defined crimes under one broad, enumerated crime designated as theft. White v. People, 172 Colo. 271, 472 P.2d 674 (1970).

It was the purpose of our general assembly to cover every conceivable unlawful conversion by an agent or servant. Gill v. People, 139 Colo. 401, 339 P.2d 1000 (1959).

The intent of this section is to bring together in one statute most of the crimes formerly known by several different names, for each of these former crimes has as a material element the unlawful depriving of a person of his property. Howe v. People, 178 Colo. 248, 496 P.2d 1040 (1972).

Theft is not a lesser included offense of robbery. People v. Moore, 184 Colo. 110, 518 P.2d 944 (1974).

The enactment of § 12-44-102 does not preclude prosecution for theft pursuant to this section because § 12-44-102 does not present a comprehensive regulatory scheme intended to limit prosecution under the general theft statute. People v. Sharp, 104 P.3d 252 (Colo. App. 2004).

This section includes as the objects of theft those means or muniments by which the right and title to property, real and personal, might be ascertained. Beasley v. People, 168 Colo. 286, 450 P.2d 658 (1969).

Promissory note, being subject to ownership, is personal property even in the hands of the maker, and so is within the purview of this section. Knepper v. People, 63 Colo. 396, 167 P. 779 (1917).

This section includes choses in action, chattels, effects, or any other valuable thing. Miller v. People, 72 Colo. 375, 211 P. 380 (1922).

Dogs are by statute the subject of larceny. Thiele v. City & County of Denver, 135 Colo. 442, 312 P.2d 786 (1957).

A "thing of value", as used in the former short check felony statute, is a phrase of sufficient generic import to encompass clearly within its meaning an executed lien waiver. Beasley v. People, 168 Colo. 286, 450 P.2d 658 (1969).

Mechanics' and materialmen's liens are security for the costs of materials and labor furnished. As security, the lien is clearly a "thing of value" to a materialman and by giving it up in exchange for a worthless check, there is a loss of a thing of value. Beasley v. People, 168 Colo. 286, 450 P.2d 658 (1969).

Stolen checks are a "thing of value" within the meaning of the statutes. People v. Marques, 184 Colo. 262, 520 P.2d 113 (1974).

"Thing of value" is defined to include "real property". People v. Parga, 188 Colo. 413, 535 P.2d 1127 (1975).

Real property may be the subject of theft. People v. Parga, 188 Colo. 413, 535 P.2d 1127 (1975).

Although funds from a "Ponzi scheme" were obtained by theft, the subsequent transfer of these funds by the debtor represented the transfer of an "interest of the debtor in property" for purposes of a chapter 7 bankruptcy action. In Re M & L Business Mach. Co., Inc., 160 Bankr. 851 (Bankr. D. Colo. 1994), aff'd, 167 Bankr. 219 (Bankr. D. Colo. 1994).

Where the information charged defendant with theft of money, rather than theft of a check, negotiation of the check was the necessary "last act" to begin the running of the statute of limitations under § 16-5-401. The date the check was issued was immaterial for purposes of determining the statute of limitations. People v. Chavez, 952 P.2d 828 (Colo. App. 1997).

Colorado courts have jurisdiction over the offense of theft which originated in the state of New Mexico. People v. Martinez, 37 Colo. App. 71, 543 P.2d 1290 (1975).

Where defendant exercised control over stolen goods in this state. Where there was evidence presented that defendant exercised control over stolen chain saws in Colorado without authorization, the offense of theft was "committed partly within this state" as contemplated by § 18-1-201(2), and, therefore, in accordance with § 18-1-201(1)(a), defendant "is subject to prosecution in this state" for that offense. People v. Martinez, 37 Colo. App. 71, 543 P.2d 1290 (1975).

Court retains jurisdiction of defendant extradited under former section. Although defendant was arrested out of state on a warrant charging larceny and returned to Colorado, and the crime of larceny was subsequently redesignated as theft, defendant's contention that the warrant charged a nonexistent crime and therefore the trial court had no jurisdiction, was without merit. Habbord v. People, 175 Colo. 417, 488 P.2d 554 (1971).

Scope of municipal jurisdiction over theft offenses. Larceny, the subject of statute and of statewide concern, is distinguished from a local and municipal matter in which municipalities may exercise jurisdiction, and a municipal ordinance purporting to cover such field is invalid. Gazotti v. City & County of Denver, 143 Colo. 311, 352 P.2d 963 (1960).

Municipal courts are particularly adaptable to the handling of the crime of shoplifting of articles of relatively small value and this type of theft should be combated not only by state authorities in state courts but by police departments in municipal courts. Quintana v. Edgewater Municipal Court, 179 Colo. 90, 498 P.2d 931 (1972).

When a municipal shoplifting ordinance does not limit shoplifting to goods not exceeding \$100 in value, and thereby goes beyond a municipal or local matter, and contains no severable operative provisions, and when plaintiff allegedly takes articles valued over \$100, the ordinance cannot be constitutionally applied to petty theft. Quintana v. Edgewater Municipal Court, 179 Colo. 90, 498 P.2d 931 (1972).

This section is the counterpart to the Longmont municipal code theft ordinance which is comprised of identical elements except for the value of the property. *Bradford v. Longmont Municipal Court*, 830 P.2d 1135 (Colo. App. 1992).

Corporation, rather than stockholder, is victim of theft of value of stock. It is well settled that a shareholder in a corporation, once having obtained his stock, is only entitled to the profits in the corporation, not the divisible assets of the corporation. From this proposition it necessarily follows that a stockholder's loss of the value of his stock, however attributable to defendant, is not a theft of value from the stockholder. If there be a crime committed under these facts, it was a theft from the corporation, not from the shareholder. The money which defendant allegedly stole was the property of the corporation. *People v. Westfall*, 185 Colo. 110, 522 P.2d 100 (1974).

Theft and theft by receiving are two separate and distinct crimes. The penalty for each is the same, but conviction of one would not support a conviction of the other. *People v. Griffie*, 44 Colo. App. 46, 610 P.2d 1079 (1980).

Participant in theft cannot be convicted of both crimes. A person who has actively participated in a theft cannot be convicted of both theft and theft by receiving of the stolen property. *People v. Jackson*, 627 P.2d 741 (Colo. 1981).

A partner cannot be charged with theft of partnership property under this section because partnership property is not a thing of value of another. *People v. Clayton*, 728 P.2d 723 (Colo. 1986) (decided prior to 1987 enactment of subsection (1.5)).

Conduct constituting receiving stolen property is the same conduct punishable by this section where defendant stole property in Colorado and took it to another jurisdiction, and prosecution under this section is therefore barred as double jeopardy where defendant was previously tried for receiving the stolen property in the other jurisdiction. *People v. Morgan*, 785 P.2d 1294 (Colo. 1990).

Section 18-4-402 distinguished. Section 18-4-402 clearly applies to an unlawful temporary deprivation of rental property as distinguished from a permanent deprivation of property generally as required by this section. *People v. Trigg*, 184 Colo. 78, 518 P.2d 841 (1974).

Distinguished from § 26-4-114. There are reasonable distinctions which can be drawn between this section and the penal provisions of the medical assistance act, § 26-4-114, as the latter deals only with property unlawfully received in a special way from a specific source, as distinguished from the deprivation of property generally. *People v. Donahue*, 41 Colo. App. 70, 578 P.2d 671 (1978).

Criminal mischief distinguished. The gravamen of criminal mischief is the knowing causation of damage to another's property with resulting economic loss to the owner or possessor of the property. The crime of theft, in contrast, is a crime of misappropriation or wrongful taking with no added element of damage or destruction to the property taken. *People v. Dunoyair*, 660 P.2d 890 (Colo. 1983).

Because the conduct prohibited by this section is distinct from the conduct prohibited by § 8-81-101(1)(a),

prosecution under one such statute as opposed to the other does not violate a defendant's constitutional rights. *People v. Chesnick*, 709 P.2d 66 (Colo. App. 1985).

Aider/abettor tried as principal. Where appellant knew items were stolen and on this basis agreed to cash checks as an integral part of an overall scheme to acquire and sell stolen goods, he could be properly tried and convicted as an aider and abettor to theft-receiving and thus, as a principal. *People v. Silvola*, 190 Colo. 363, 547 P.2d 1283, cert. denied, 429 U.S. 886, 97 S. Ct. 238, 50 L. Ed. 2d 167 (1976).

The stealing of several articles of property at the same time and place, as one continuous act or transaction, may be prosecuted as a single offense, although the several articles belong to several different owners. *People v. District Court*, 192 Colo. 355, 559 P.2d 1106 (1977).

Ongoing, continuous scheme of embezzlement pursuant to a single criminal impulse with the same victim throughout does not have to be severed into separate counts or dismissed. *People v. Stratton*, 677 P.2d 373 (Colo. App. 1983).

The general assembly did not proscribe the same conduct in § 42-5-104 and this section. Section 42-5-104 requires that the thing stolen be a part of, or contained in, an automobile, and there is no such requirement under this section. *People v. Czajkowski*, 193 Colo. 352, 568 P.2d 23 (1977).

Theft statute held not to violate guaranty of equal protection. *People v. Cowden*, 735 P.2d 199 (Colo. 1987).

Prosecutor's election to prosecute under general intent theft statute did not violate due process even though defendant was precluded from using affirmative defense of impaired mental condition. *People v. Quick*, 713 P.2d 1282 (Colo. 1986).

Theft statute which imposes penalties according to the value of the thing taken and which contains alternative culpable mental state elements of "knowingly" and "with intent" represents a legitimate legislative decision regarding the nature of the crime and does not raise an equal protection issue of punishing the same conduct with two different sanctions. *People v. Quick*, 713 P.2d 1282 (Colo. 1986).

Elements of two crimes of theft and motor vehicle theft are clearly different, and therefore it does not violate equal protection to prosecute under the latter rather than the former. *People v. Wastrum*, 624 P.2d 1302 (Colo. 1981).

Second degree aggravated motor vehicle theft is not a lesser included offense of theft. Therefore conviction of the former should not merge into a conviction of the latter. *People v. Meads*, 58 P.3d 1137 (Colo. App. 2002), *aff'd*, 78 P.3d 290 (Colo. 2003).

Debt arising out of stipulation to entry of judgment for civil theft under this section and deceit based on fraud is nondischargeable under 11 U.S.C. § 523(a)(4) of the federal bankruptcy code. Under 11 U.S.C. § 523(a)(4), a debtor is not discharged from any debt for embezzlement or larceny. The statutory intent in § 18-4-403 indicates that the word "theft" includes embezzlement and larceny, among other crimes. *In re Hauck*, 466 B.R. 151 (Bankr. D. Colo.

2012), *aff'd*, 489 B.R. 208 (D. Colo. 2013).

Attorney's theft requires disbarment. An attorney's misuse of his professional status to accomplish the felonious theft of his clients' funds requires disbarment. *People v. Buckles*, 673 P.2d 1008 (Colo. 1984).

Applied in *In re Pratte*, 19 Colo. 138, 34 P. 680 (1893); *Murray v. People*, 49 Colo. 109, 111 P. 711 (1910); *Wheeler v. People*, 49 Colo. 402, 113 P. 312 (1911); *James v. Phoenix Assurance Co.*, 75 Colo. 209, 225 P. 213 (1924); *Critchfield v. People*, 91 Colo. 127, 13 P.2d 270 (1932); *Sanders v. People*, 109 Colo. 243, 125 P.2d 154 (1942); *Conyers v. People*, 113 Colo. 230, 155 P.2d 988 (1945); *Casados v. People*, 119 Colo. 444, 204 P.2d 557 (1949); *Thurman v. People*, 120 Colo. 77, 208 P.2d 927 (1949); *People v. Austin*, 162 Colo. 10, 424 P.2d 113 (1967); *People v. Mangum*, 189 Colo. 246, 539 P.2d 120 (1975); *People v. Pittam*, 194 Colo. 104, 572 P.2d 135 (1977); *People v. Warren*, 196 Colo. 75, 582 P.2d 663 (1978); *People v. Girard*, 196 Colo. 68, 582 P.2d 666 (1978); *People in Interest of R.A.D.*, 196 Colo. 430, 586 P.2d 46 (1978); *People v. Bielecki*, 41 Colo. App. 256, 588 P.2d 377 (1978); *People v. Hallman*, 41 Colo. App. 427, 591 P.2d 101 (1978); *Eftekhari-Zadeh v. Lusero*, 42 Colo. App. 56, 592 P.2d 1347 (1978); *People v. Jacquez*, 196 Colo. 569, 588 P.2d 871 (1979); *People v. Armijo*, 197 Colo. 91, 589 P.2d 935 (1979); *People v. Hillyard*, 197 Colo. 183, 589 P.2d 939 (1979); *People v. Burns*, 197 Colo. 284, 593 P.2d 351 (1979); *Hughes v. District Court*, 197 Colo. 396, 593 P.2d 702 (1979); *People v. Washburn*, 197 Colo. 419, 593 P.2d 962 (1979); *People v. Williams*, 197 Colo. 559, 596 P.2d 745 (1979); *People v. Ortega*, 198 Colo. 179, 597 P.2d 1034 (1979); *People ex rel. Leidner v. District Court*, 198 Colo. 204, 597 P.2d 1040 (1979); *People v. Miller*, 199 Colo. 32, 604 P.2d 36 (1979); *People v. Brand*, 43 Colo. App. 347, 608 P.2d 817 (1979); *People ex rel. Losavio v. Gentry*, 199 Colo. 153, 606 P.2d 57 (1980); *P.V. v. District Court*, 199 Colo. 357, 609 P.2d 110 (1980); *People v. McMichael*, 199 Colo. 433, 609 P.2d 633 (1980); *Godbold v. Wilson*, 518 F. Supp. 1265 (D. Colo. 1981); *People v. Martinez*, 628 P.2d 608 (Colo. 1981); *People v. Savage*, 630 P.2d 1070 (Colo. 1981); *People v. Tucker*, 631 P.2d 162 (Colo. 1981); *People v. Henry*, 631 P.2d 1122 (Colo. 1981); *People v. Boykin*, 631 P.2d 1149 (Colo. App. 1981); *People v. Elkhatib*, 632 P.2d 275 (Colo. 1981); *People v. Walters*, 632 P.2d 566 (Colo. 1981); *People v. Stinson*, 632 P.2d 631 (Colo. App. 1981); *People ex rel. Gallagher v. District Court*, 632 P.2d 1009 (Colo. 1981); *People v. Andrews*, 632 P.2d 1012 (Colo. 1981); *People in Interest of M.R.J.*, 633 P.2d 474 (Colo. 1981); *People v. R.V.*, 635 P.2d 892 (Colo. 1981); *People v. Smith*, 638 P.2d 1 (Colo. 1981); *People v. Franklin*, 640 P.2d 226 (Colo. 1982); *People v. Boyd*, 642 P.2d 1 (Colo. 1982); *People v. Petrie*, 642 P.2d 519 (Colo. 1982); *People ex rel. VanMeveren v. District Court*, 643 P.2d 37 (Colo. 1982); *People v. Hearty*, 644 P.2d 302 (Colo. 1982); *People v. Turner*, 644 P.2d 951 (Colo. 1982); *People v. Leonard*, 644 P.2d 85 (Colo. App. 1982); *People v. Conwell*, 649 P.2d 1099 (Colo. 1982); *People v. Cushon*, 650 P.2d 527 (Colo. 1982); *People v. Jiminez*, 651 P.2d 395 (Colo. 1982); *J.T. v. O'Rourke ex rel. Tenth Judicial Dist.*, 651 P.2d 407 (Colo. 1982); *People v. Williams*, 651 P.2d 899 (Colo. 1982); *People in Interest of B.R.M.*, 653 P.2d 77 (Colo. App. 1982); *People v. Williams*, 654 P.2d 319 (Colo. App. 1982); *Hunter v. People*, 655 P.2d 374 (Colo. 1982); *People v. Fisher*, 657 P.2d 922 (Colo. 1983); *People v. District Court*, 664 P.2d 247 (Colo. 1983); *People v. Montoya*, 667 P.2d 1377 (Colo. 1983); *Landis v. Farish*, 674 P.2d 957 (Colo. 1984); *People v. Stratton*, 677 P.2d 373 (Colo. App. 1983); *People v. Lancaster*, 683 P.2d 1202 (Colo. 1984); *People v. Jeffers*, 690 P.2d 194 (Colo. 1984); *People v. Eastepp*, 884 P.2d 305 (Colo. 1994); *People v. Collie*, 995 P.2d 765 (Colo. App. 1999).

II. ELEMENTS OF OFFENSE.

A. In General.

For elements of former crime of larceny by bailee, see *McGuire v. People*, 83 Colo. 154, 262 P. 1015 (1928); *Poe v. People*, 163 Colo. 20, 428 P.2d 77 (1967).

For essential elements of former crime of embezzlement, see *Phenneger v. People*, 85 Colo. 442, 276 P. 983 (1929); *Blackett v. People*, 98 Colo. 7, 52 P.2d 389 (1935); *Sparr v. People*, 122 Colo. 35, 219 P.2d 317 (1950); *Gill v. People*, 139 Colo. 401, 339 P.2d 1000 (1959).

The corpus delicti in theft consists of two elements: (1) That the property is lost by the owner; and (2) that it is lost by a felonious taking. *Lee v. People*, 138 Colo. 321, 332 P.2d 992 (1958).

Theft occurs when any person obtains control of the property of another and knowingly intends to permanently deprive that person of the use or benefit of a thing of value. *Sandoval v. People*, 176 Colo. 414, 490 P.2d 1298 (1971).

In order to show a prima facie case of theft, the prosecution must establish the elements of the corpus delicti of theft: That the property was lost by the owner and that it was lost by a felonious taking. *People v. Contreras*, 195 Colo. 80, 575 P.2d 433 (1978).

In 1975 this section was amended to eliminate the receiving element and a new theft by receiving statute was enacted in § 18-4-410. *Darr v. People*, 193 Colo. 445, 568 P.2d 32 (1977).

For a specific intent to deprive as element prior to 1975 amendment, see *People v. Treat*, 193 Colo. 570, 568 P.2d 473 (1977).

Intent is a material element of theft. *People in Interest of J. S. C. v. J. S. C.*, 30 Colo. App. 381, 493 P.2d 671 (1972).

The intent to steal is an essential element of proof of the crime of larceny. *Montoya v. People*, 169 Colo. 428, 457 P.2d 397 (1969).

An essential element of the crime of theft is the formation of an intent to permanently deprive the owner of his property. *Sandoval v. People*, 176 Colo. 414, 490 P.2d 1298 (1971); *People v. Piskula*, 197 Colo. 148, 595 P.2d 219 (1979).

The intent to deprive another permanently of the use or benefit of his property and knowingly obtaining or exerting control over anything of value are both essential elements of the crime of theft and both elements must be proven to exist beyond a reasonable doubt. *People v. Archuleta*, 180 Colo. 156, 503 P.2d 346 (1972).

To support a conviction of felony theft, the evidence must show beyond a reasonable doubt that the defendant knowingly or intentionally used the property in such a manner as to deprive the victim permanently of its use. *People v. Gracey*, 940 P.2d 1050 (Colo. App. 1996).

Burglary intent need not be shown. In making out the case of larceny the prosecutor need not show any

burglary intent or entry, it only being necessary to prove the usual elements of theft as defined by the statute. Ex parte Hill, 101 Colo. 243, 72 P.2d 471 (1937); White v. People, 172 Colo. 271, 472 P.2d 674 (1970).

Defendant charged with felony theft as a result of violating § 38-22-127 of the general mechanic's lien statute can be held criminally liable as set forth in this section, but only where prosecutor proves each of the elements of the crime of theft, including requisite intent. People v. Mendro, 731 P.2d 704 (Colo. 1987).

Defendant did not exercise control over the property "without authorization" where another person who was a rightful possessor of the property authorized the defendant to take the property. People v. McCormick, 784 P.2d 808 (Colo. App. 1989).

In the context of theft of construction project trust funds, the "knowingly using" element of mental culpability in subsection (1)(b) does not require a conscious objective to deprive another person of the use or benefit of the construction trust funds, but instead requires the offender to be aware that his manner of using the trust funds is practically certain to result in depriving another person of the use or benefit of the funds. People v. Anderson, 773 P.2d 542 (Colo. 1989); In re Helmke, 398 B.R. 38 (Bankr. D. Colo. 2008).

Theft requires proof that the accused knowingly obtained possession of or exercised control over the property either without authorization or by threat or deception. People v. Griffie, 44 Colo. App. 46, 610 P.2d 1079 (1980).

In the context of theft of real property, actual physical control is not required. The element "to obtain or exercise control" for theft of real property does not require actual physical control of the real property. To obtain or exercise control can mean to retain an interest in the real property without authorization and with intent to permanently deprive another person of the use or benefit of such real property. People v. Jensen, 172 P.3d 946 (Colo. App. 2007).

Control need not be unauthorized from the outset. People v. Treat, 193 Colo. 570, 568 P.2d 473 (1977).

Subsection (1) makes it clear that theft can occur even though initial control of the property has been authorized; the intent to deprive, or knowing use inconsistent with the owner's benefit, may arise at a later time when control is no longer authorized. People v. Treat, 193 Colo. 570, 568 P.2d 473 (1977).

"Without authorization" defined. Exercising control over property "without authorization", pursuant to subsection (1), means that the owner of the property, or a person in possession of the property with the owner's consent, has not given the actor permission to exercise control over the property. People v. Edmonds, 195 Colo. 358, 578 P.2d 655 (1978); People v. Gracey, 940 P.2d 1050 (Colo. App. 1996).

Unauthorized taking is not necessary element of offense: Exercising control without authorization, combined with the requisite intent, is sufficient. People v. Am. Health Care, Inc., 42 Colo. App. 209, 591 P.2d 1343 (1979).

Where initial control of property is authorized, the intent to deprive may arise at a later time when control is no longer authorized. People v. Am. Health Care, Inc., 42 Colo. App. 209, 591 P.2d 1343 (1979); People v. Carr, 841 P.2d 361 (Colo. App. 1992).

It is not necessary that a person maintain absolute control over the thing of value to commit theft; it is sufficient that the intended use of such thing be inconsistent with the owner's use or benefit. *Becker & Tenenbaum v. Eagle Restaurant*, 946 P.2d 600 (Colo. App. 1997).

When the defendant is a substantial distance from the item stolen the defendant's actions do not constitute theft from the person of another. *People v. Smith*, 121 P.3d 243 (Colo. App. 2005).

It is sufficient that the intended use of the money be inconsistent with the owner's use or benefit. In other words, it is only required that the defendant knowingly exercise unauthorized control over the property, with requisite intent; it is not necessary that he maintain absolute control for his own personal use. *People v. Treat*, 193 Colo. 570, 568 P.2d 473 (1977).

Property must have belonged to another. An essential element of the crime of embezzlement is that the property alleged to have been converted belongs to another. *Kelley v. People*, 157 Colo. 417, 402 P.2d 934 (1965).

Money may be taken from living or dead body. It makes no difference in determining guilt whether the money in a theft was taken from a living person or a dead body. *People v. Walker*, 44 Colo. App. 249, 615 P.2d 57 (1980).

Taking property under control and possession of victim violates section. The taking of a purse from the cart which the victim was pushing, and which was under her control and in her present possession, constituted taking "from the person of another" in violation of subsection (5). *People v. Evans*, 44 Colo. App. 288, 612 P.2d 1153 (1980).

Restaurant had sufficient proprietary interest in the cash and checks taken (even though not in its possession when taken) to prove that the defendant stole a thing of value from another. A person need not have obtained actual physical custody or delivery of the thing of value in order to have a proprietary interest in it if he has parted with consideration entitling him to receive the thing of value. *People v. Ferguson*, 701 P.2d 72 (Colo. App. 1984).

The element of theft requiring ownership by "another" does not require proof of the titled ownership by "another". *People v. Schlicht*, 709 P.2d 94 (Colo. App. 1985).

Ownership may be laid either in the real owner or in the person in possession at the time of the theft. *Romero v. People*, 134 Colo. 342, 304 P.2d 639 (1956); *Griffin v. People*, 157 Colo. 72, 400 P.2d 928 (1965).

The actual condition of the legal title is immaterial to the thief and so far as he is concerned, one may be taken as the owner who was in peaceable possession of it, and whose possession was unlawfully disturbed by the taking. *Kelley v. People*, 166 Colo. 322, 443 P.2d 734 (1968).

There can be no theft without wrongful appropriation of another's property. *Hucal v. People*, 176 Colo. 529, 493 P.2d 23 (1971).

Critical elements are the defendant's intent to deprive and the location at which his control over the property was no longer authorized. *People v. Carr*, 841 P.2d 361 (Colo. App. 1992).

The elements of the crime of theft need not be proven by direct, substantive evidence, but can be inferred from the defendant's conduct and the reasonable inferences which may be drawn from the circumstances of the case. People v. Gracey, 940 P.2d 1050 (Colo. App. 1996).

Where evidence showed that defendant holding a power of attorney made 32 separate withdrawals from the victim's account, did not issue promissory notes to the victim contemporaneously with each withdrawal, did not attempt to repay the victim in regular installments or to pay interest on the "loans", and concealed the "loans" from the victim's sons, it was for the jury to determine whether the defendant withdrew the money from the victim's account without her authorization and with the intent to permanently deprive her of the use of the money. People v. Gracey, 940 P.2d 1050 (Colo. App. 1996).

The place where the defendant comes into possession of thing of value not element of offense. People v. Tinkle, 714 P.2d 919 (Colo. App. 1985).

Police decoy operation is not consent to being deprived of possession. A police decoy operation set up so that a person otherwise inclined would have the opportunity to take money, is not consent by the police officer to being permanently deprived of possession of the money. People v. Gresham, 647 P.2d 243 (Colo. App. 1981).

It is the intent at the time of taking to permanently deprive that is the essential element of theft. People v. Burke, 37 Colo. App. 289, 549 P.2d 419 (1976).

The deprivation need not be permanent; once the wrongful appropriation occurs, this section requires coexistent intent to permanently deprive of use and benefit. Hucal v. People, 176 Colo. 529, 493 P.2d 23 (1971).

Although a conspiracy to commit theft may continue beyond the commission of the immediate crime, permanent deprivation is not an element of theft. People v. Burke, 37 Colo. App. 289, 549 P.2d 419 (1976).

The return of the property is not a defense. People v. Burke, 37 Colo. App. 289, 549 P.2d 419 (1976).

The fact that a thief may recant and elect to return to the owner the fruits of his larcenous conduct does not purge him of guilt or serve as a defense to prosecution. Kelley v. People, 166 Colo. 322, 443 P.2d 734 (1968).

The fact that the defendant eventually returned the proceeds of a check that had been diverted without authorization is not a defense to a theft charge. People v. Pedrie, 727 P.2d 859 (Colo. 1986).

The contention that the crime of larceny was not completed because the TV set, though moved out of the house, was left standing at the owner's back property line has no merit. The defendants did have complete control of the TV set, even if only for a few minutes, and did have it in their possession on and off the premises of the owner without his consent. Scott v. People, 166 Colo. 432, 444 P.2d 388 (1968).

If a permanent deprivation of property were necessary before a conviction could be sustained, every time stolen property was recovered and returned to its true owner the thief would have to be acquitted; such a rule would be inane. Hucal v. People, 176 Colo. 529, 493 P.2d 23 (1971).

Return of allegedly stolen property does not necessarily negate the existence of a wrongful intent. *People v. Am. Health Care, Inc.*, 42 Colo. App. 209, 591 P.2d 1343 (1979).

Attempt to return property does not negate theft element of intent. *People v. Collie*, 682 P.2d 1208 (Colo. App. 1983).

There is no taking where property is delivered to defendant for his use and convenience by the person in charge. *Lee v. People*, 138 Colo. 321, 332 P.2d 992 (1958).

Agent may form intent to appropriate. Where money has been voluntarily delivered to accused as agent, the fact that he formed the intent to appropriate it at or before the time he received it does not prevent a prosecution for embezzlement or larceny. *Lewis v. People*, 109 Colo. 89, 123 P.2d 398 (1942).

Larceny by bailee can occur at any time after items are stolen. *Peters v. People*, 151 Colo. 35, 376 P.2d 170 (1962).

The failure of a debtor to pay his creditor does not constitute embezzlement. *Kelley v. People*, 157 Colo. 417, 402 P.2d 934 (1965).

To sustain a conviction of the crime of embezzlement, it must appear that the accused received the money or property of another as a fiduciary. Merely refusing to pay money lent cannot be converted into embezzlement. *Simpson v. People*, 47 Colo. 612, 108 P. 169 (1910).

Failure to report moneys owed pursuant to debtor-creditor relationship is not felony theft. Failure of lessee who sold beverages in park pursuant to lease with county to report money owed to the county based on percentage of gross income as rent does not constitute felony theft. *People v. Rotello*, 754 P.2d 765 (Colo. 1988).

Larceny is considered a continuing crime and every asportation considered a new taking; thus larceny could be prosecuted not only at the place where the goods were stolen, but also wherever the goods were subsequently brought. *People v. Martinez*, 37 Colo. App. 71, 543 P.2d 1290 (1975).

A conspiracy to commit theft does not continue, per se, until the proceeds are returned. *People v. Burke*, 37 Colo. App. 289, 549 P.2d 419 (1976).

Statute does not create a separate and continuing crime of theft by deception. Doctrine of continuing crimes can apply only when legislature has unmistakably communicated intent to create such an offense and nothing in statute suggests the intent to create a separate and distinct crime of theft by deception that continues until deception ends. *Roberts v. People*, 203 P.3d 513 (Colo. 2009) (decided prior to 2009 amendment).

Statute requires all thefts committed by the same person within six-month period be joined and prosecuted as a single felony, the classification of which is determined by the aggregate value of all things involved. *Roberts v. People*, 203 P.3d 513 (Colo. 2009) (decided prior to 2009 amendment).

A defendant may not rely on the defense of legal impossibility in a prosecution for attempted theft. People v. Darr, 37 Colo. App. 143, 551 P.2d 735 (1975), aff'd, 193 Colo. 445, 568 P.2d 32 (1977).

Defendant may raise the defense of general mistake of fact by alleging that he never believed the goods were stolen. People v. Darr, 37 Colo. App. 143, 551 P.2d 735 (1975), aff'd, 193 Colo. 445, 568 P.2d 32 (1977).

The fact that the items were not in fact stolen does not provide a defense to attempted theft where the defendant believed they were stolen. People v. Darr, 37 Colo. App. 143, 551 P.2d 735 (1975), aff'd, 193 Colo. 445, 568 P.2d 32 (1977).

Lack of consent of both equitable and legal owners of property need not be proven to support a conviction for theft. People v. Diaz, 182 Colo. 369, 513 P.2d 444 (1973).

Whether or not stolen checks were subsequently recovered and returned to owner is irrelevant to the criminal liability for taking the instruments in the first instance. People v. Marques, 184 Colo. 262, 520 P.2d 113 (1974).

Crime of joyriding is not a lesser included offense of crime of theft, nor is attempted joyriding a lesser included offense of attempted theft. Sandoval v. People, 176 Colo. 414, 490 P.2d 1298 (1971).

Theft is not a lesser included offense of robbery. People v. Moore, 184 Colo. 110, 518 P.2d 944 (1974).

Theft and theft by receiving are separate crimes. Where convictions for theft and theft by receiving arise out of the same transaction, the defendant could not properly be found guilty of both. People v. Taylor, 647 P.2d 682 (Colo. 1982).

First degree criminal trespass is distinct from misdemeanor theft. People v. Martinez, 640 P.2d 255 (Colo. App. 1981).

Where defendant had contracted with a church to promote an arts festival to raise money for the church and she had an interest in the festival funds similar to that of the church and was the party designated to receive the funds, she could not be guilty of theft under the statute. People v. McCain, 191 Colo. 229, 552 P.2d 20 (1976).

Where there is ample evidence in the record that the defendant was the "moving force" behind a corporate operation, it is not cause for dismissal of any theft charges that the defendant may not have participated directly in every act constituting the thefts. People v. Treat, 193 Colo. 570, 568 P.2d 473 (1977).

Subsection (5) does not apply where a defendant, through the use of a series of short-change transactions, deceptively obtained money from a store clerk. The enhanced punishment provided by this subsection is for situations where the theft raises a danger of confrontation and involves an invasion of the victim's person and privacy. People v. Warner, 790 P.2d 866 (Colo. App. 1989).

Theft from the person of another involves circumstances, such as pickpocketing, where something of value is taken from one who is unconscious or unaware of the theft. The invasion of the victim's person presents an element of

danger absent in other theft offenses, which justifies the greater penalty accorded those who violate subsection (5). *People v. Warner*, 801 P.2d 1187 (Colo. 1990).

Theft from the person of another is intended to cover those thefts involving an invasion of the victim's person of which the victim is unaware, but which are not accomplished through the use of force, threats, or intimidation. *People v. Warner*, 801 P.2d 1187 (Colo. 1990), *aff'd*, 801 P.2d 1187 (Colo. 1990).

B. Threat or Deception.

Law reviews. For note, "False Pretenses, Confidence Game, and Short Check in Colorado", see 25 Rocky Mt. L. Rev. 325 (1953).

This section annexed former false pretenses and confidence games provisions. *Norman v. People*, 178 Colo. 190, 496 P.2d 1029 (1972).

For essential elements of former crime of false pretenses, see *People v. Orris*, 52 Colo. 244, 121 P. 163 (1911); *Stumpff v. People*, 51 Colo. 202, 117 P. 134 (1911); *Stoltz v. People*, 59 Colo. 342, 148 P. 865 (1915); *Tracy v. People*, 65 Colo. 226, 176 P. 280 (1918); *Clarke v. People*, 64 Colo. 164, 171 P. 69 (1918); *People v. Martin*, 78 Colo. 200, 240 P. 695 (1925); *Udpike v. People*, 92 Colo. 125, 18 P.2d 472 (1933); *Chilton v. People*, 95 Colo. 268, 35 P.2d 870 (1934); *Montez v. People*, 110 Colo. 208, 132 P.2d 970 (1942); *Johnson v. People*, 110 Colo. 283, 133 P.2d 789 (1943); *Rogers v. People*, 161 Colo. 317, 422 P.2d 377 (1966); *Woodman v. People*, 168 Colo. 80, 450 P.2d 330 (1969); *Small v. People*, 173 Colo. 304, 479 P.2d 386 (1970).

For essential elements of former crime of confidence game, see *Lace v. People*, 43 Colo. 199, 95 P. 302 (1908); *Wheeler v. People*, 49 Colo. 402, 113 P. 312 (1911); *Powers v. People*, 53 Colo. 43, 123 P. 642 (1912); *Elliott v. People*, 56 Colo. 236, 138 P. 39 (1914); *Davis v. People*, 96 Colo. 212, 40 P.2d 968 (1935); *Bomareto v. People*, 111 Colo. 99, 137 P.2d 402 (1943); *Olde v. People*, 112 Colo. 15, 145 P.2d 100 (1944); *People v. Lindsay*, 119 Colo. 248, 202 P.2d 951 (1949); *Kelly v. People*, 121 Colo. 243, 215 P.2d 336 (1950); *McBride v. People*, 126 Colo. 277, 248 P.2d 725 (1952); *Roll v. People*, 132 Colo. 1, 284 P.2d 665 (1955); *Bevins v. People*, 138 Colo. 123, 330 P.2d 709 (1958); *Fischer v. People*, 138 Colo. 559, 335 P.2d 871 (1959); *Gonzales v. People*, 149 Colo. 548, 369 P.2d 786 (1962); *Woodard v. People*, 154 Colo. 162, 389 P.2d 411 (1964); *Dodge v. People*, 168 Colo. 531, 452 P.2d 759 (1969); *Small v. People*, 173 Colo. 304, 479 P.2d 386 (1970); *Digiallornado v. People*, 175 Colo. 560, 488 P.2d 1109 (1971).

Elements of theft by deception. Where the defendant obtained cash owned by the bank with full knowledge that under no circumstances was he entitled to it, and where the knowledge that the initial check used to open an account was false, shows knowledge that the two subsequent checks drawn on that account were equally false, the necessary elements of the charge of theft by deception are established. *Lewis v. People*, 174 Colo. 334, 483 P.2d 949 (1971).

Statute does not create a separate and continuing crime of theft by deception. Doctrine of continuing crimes can apply only when legislature has unmistakably communicated intent to create such an offense and nothing in statute suggests the intent to create a separate and distinct crime of theft by deception that continues until deception ends.

Roberts v. People, 203 P.3d 513 (Colo. 2009) (decided prior to 2009 amendment).

Statute requires all thefts committed by the same person within six-month period be joined and prosecuted as a single felony, the classification of which is determined by the aggregate value of all things involved. Roberts v. People, 203 P.3d 513 (Colo. 2009) (decided prior to 2009 amendment).

Intent to defraud necessary for deception. When deception is used to perpetrate a theft, the requisite mental state is necessarily an intent to defraud. People v. Piskula, 197 Colo. 148, 595 P.2d 219 (1979); People v. Freda, 817 P.2d 588 (Colo. App. 1991).

Theft by deception statute does not require proof of culpable mental state of specific intent. People v. Quick, 713 P.2d 1282 (Colo. 1986).

Intent to defraud deemed part of § 38-22-137. Because an intent to defraud, necessary to this section, must be proven in order to convict a defendant under § 38-22-137, a prosecution for violation of § 38-22-137 does not conflict with the constitutional prohibition of imprisonment for civil debt in § 12 of art. II, Colo. Const. People v. Piskula, 197 Colo. 148, 595 P.2d 219 (1979).

Reliance of victim necessary for theft by deception. The offense of theft by deception requires proof that misrepresentations made to the victim caused the victim to part with something of value in reliance upon those misrepresentations. People v. Norman, 703 P.2d 1261 (Colo. 1985); People v. Carlson, 72 P.3d 411 (Colo. App. 2003).

There is no requirement in the theft statute that the accused personally make the threat toward the victim of the crime. People v. Truesdale, 190 Colo. 286, 546 P.2d 494 (1976).

Rather, it is sufficient if defendant obtained property as consequence. It is sufficient under this section if a threat was made and the accused knowingly obtained anything of value from the victim of the threat, with specific intent to deprive the victim permanently of the use or benefit of the property. People v. Truesdale, 190 Colo. 286, 546 P.2d 494 (1976).

Thus, a threat by a confederate would suffice to establish this element of the offense. People v. Truesdale, 190 Colo. 286, 546 P.2d 494 (1976).

A threat is defined as a declaration of purpose or intention to work injury to the person, property, or rights of another by the commission of an unlawful act. Schott v. People, 174 Colo. 15, 482 P.2d 101 (1971).

Theft by deception established. Prosecution established that the defendants obtained control of money belonging to the department store by deceptive practice with the intent to deprive the store of the money. People v. Todd, 189 Colo. 117, 538 P.2d 433 (1975).

Deception made upon a victim's agent in an effort to commit theft from a victim's estate satisfies the requirements of subsection (1). People v. Devine, 74 P.3d 440 (Colo. App. 2003).

Where evidence showed debtor obtained control over creditor's products by misrepresentation and debtor had no intention of reimbursing creditor for products supplied, such evidence is sufficient to support charge of theft by deception. *People v. Stewart*, 739 P.2d 854 (Colo. 1987).

Issuance of check on known closed account deemed deception. The mere issuance of a check on an account the defendant knew had been closed is a means of deception proscribed by this section. *People v. Attebury*, 196 Colo. 509, 587 P.2d 281 (1978).

Theft by threat is not lesser included offense of robbery. *Schott v. People*, 174 Colo. 15, 482 P.2d 101 (1971); *Maes v. People*, 178 Colo. 46, 494 P.2d 1290 (1972).

There is no indication that the general assembly enacted the theft by receiving statute in § 18-4-410 to preclude prosecution under the theft statute. Therefore, prosecutor can determine statute under which to prosecute the alleged crime. *People v. Smith*, 938 P.2d 111 (Colo. 1997).

III. INDICTMENT OR INFORMATION.

The general assembly authorized the use of the term "theft" in an information and that "theft" is to be substituted for "larceny" wherever it appears in a law of this state. *White v. People*, 172 Colo. 271, 472 P.2d 674 (1970).

Offense of theft when charged as provided in statute sufficiently advises jury of nature of offense for which defendant is on trial. *People v. Ingersoll*, 181 Colo. 1, 506 P.2d 364 (1973).

There is no requirement, either constitutional or statutory, that every element of theft be alleged in the information. *People v. Ingersoll*, 181 Colo. 1, 506 P.2d 364 (1973).

There is no requirement, either constitutional or statutory, that every element of the offense be alleged in the information, and a charging document is sufficient if it advises a defendant of the charges he is facing so that he can adequately defend himself. *People v. MacFarland*, 189 Colo. 363, 540 P.2d 1073 (1975).

The phrase "on or about a date certain" in subsection (6) is but a minimum requirement, and language in the information approximating the notice it intends to provide a defendant is sufficient. *People v. Wolfe*, 662 P.2d 502 (Colo. App. 1983); *People v. Stratton*, 677 P.2d 373 (Colo. App. 1983).

Information charging felony theft, complying with the requirements of subsection (1)(b), was sufficient where an identically worded subsection of a prior theft statute withstood constitutional attack. *People v. MacFarland*, 189 Colo. 363, 540 P.2d 1073 (1975).

When bill of particulars required. Where the crime of theft is charged in the words of the statute, an order for a bill of particulars is mandatory upon the defendant's request. *People v. District Court*, 198 Colo. 501, 603 P.2d 127 (1979); *People v. Stratton*, 677 P.2d 373 (Colo. App. 1983).

Purpose of bill of particulars. The requirement in subsection (6) that, upon request, a bill of particulars must be supplied to a defendant constitutes a safeguard to insure that the information by which a defendant is charged will be sufficiently definite in its terms. *People v. Wolfe*, 662 P.2d 502 (Colo. App. 1983).

Specific intent need not be alleged in charging document although proof of specific intent is essential element of felony theft. *People v. Ingersoll*, 181 Colo. 1, 506 P.2d 364 (1973).

An indictment charging officers of insurance company with unlawful conspiracy to convert to their own use moneys of the company, held to sufficiently charge larceny by bailee, although there was no express allegation that the property involved was converted to their use "with an intent to steal the same". *Helser v. People*, 100 Colo. 371, 68 P.2d 543 (1937).

Property must be described with reasonable certainty. In an information under this section, where the thing embezzled is a writing, it must be described with reasonable certainty, or a sufficient reason must appear for the omission of particularity. "One bank check of the value of", etc., "the property of", etc., held fatally insufficient. *Moody v. People*, 65 Colo. 339, 176 P. 476 (1918); *People v. Allen*, 167 Colo. 158, 446 P.2d 223 (1968).

Check. The contention that a criminal charge of the conversion of money was not sustained by proof of conversion of a bank check, is overruled, since the negotiation of a check is equivalent to the receipt of money upon it. *McGuire v. People*, 83 Colo. 154, 262 P. 1015 (1928).

The information charged the defendant with embezzlement of money, whereas the proof showed embezzlement of a check. Where the check was merely the means by which the money alleged to have been embezzled was procured, there was no variance. *People v. Allen*, 167 Colo. 158, 446 P.2d 223 (1968).

Where the information charged defendant with theft of money, rather than theft of a check, negotiation of the check was the necessary "last act" to begin the running of the statute of limitations under § 16-5-401. The date the check was issued was immaterial for purposes of determining the statute of limitations. *People v. Chavez*, 952 P.2d 828 (Colo. App. 1997).

Description of money. Under this section an indictment for conspiracy to defraud a bank by unlawfully converting to defendants' own use a specified sum in money, the property of the bank, of the value of the same sum, contains a sufficient description of the property. *Imboden v. People*, 40 Colo. 142, 90 P. 608 (1907).

In a prosecution for embezzlement where sums of money were alleged to have been converted at different times, it was proper to charge the conversions in a lump sum. *Price v. People*, 78 Colo. 223, 240 P. 688 (1925).

Where conduct violates two provisions, prosecutor determines under which provision crime prosecuted. Where the alleged conduct of a defendant violates both the general theft statute and the more specific motor vehicle theft statute, it is the function of the prosecuting attorney and not the trial court to determine under which statute the alleged crime shall be prosecuted. *People v. Westrum*, 624 P.2d 1302 (Colo. 1981).

Joinder of two subjects in one count is not duplicitous. It is the common case of an indictment for larceny where various goods and chattels, the subject of a single larceny, are joined in one count, and where proof of the larceny of any one of them sustains the indictment. Such a count is not bad for duplicity. *Kollenberger v. People*, 9 Colo. 233, 11 P. 101 (1886).

Where the information alleges, in a charge of robbery, that money was taken, "money" will be construed to mean money of the United States, and the court will take judicial notice of its value. *Rowan v. People*, 93 Colo. 473, 26 P.2d 1066 (1933).

Allegation of ownership sufficient. Allegation of qualified ownership in a criminal information is sufficient to support the charge of embezzlement so far as the element of ownership is concerned. *Price v. People*, 78 Colo. 223, 240 P. 688 (1925).

The purposes of the allegation of ownership in an indictment include showing that the property alleged to have been stolen is not the property of the accused and advising the accused whose property is alleged to have been stolen so that he can be prepared to meet and refute the charges at trial. *People v. Singer*, 663 P.2d 626 (Colo. App. 1983).

Variance in ownership not fatal. It is not a fatal variance to allege property to be that of bailee, and prove, inter alia, real ownership in bailor. *Romero v. People*, 134 Colo. 342, 304 P.2d 639 (1956).

While the true name of the alleged owner of the stolen property should be correctly set forth in the information, the ownership may be laid in one by the name by which he is usually known although it is not his proper name. *Pownall v. People*, 135 Colo. 325, 311 P.2d 714 (1957).

One purpose of allegations of ownership in larceny cases is to show that the property alleged to have been stolen is not the property of the accused or that the accused may know whose property he is alleged to have stolen so that he may be prepared to meet or refute the charge at the trial. Defendant was not deceived by the allegations in the information and proof that actual title to the car was registered in a name by which the complaining witness was also known was not prejudicial to the defendant where his defense was that he had the consent of the identical person whom he knew under two names. *Pownall v. People*, 135 Colo. 325, 311 P.2d 714 (1957).

Failure to prove corporate status of victim of theft was an immaterial variance. *Straub v. People*, 145 Colo. 275, 358 P.2d 615 (1961).

Variance between information alleging that defendant stole from named corporation and exhibits introduced to prove theft and showing names of other corporations or organizations was not fatal where various business names were used by enterprise and defendant, as general manager, could not have been misled or deceived. *Martinez v. People*, 177 Colo. 272, 493 P.2d 1350 (1972).

Statutory language in subsection (4) permits consolidating theft losses suffered by separate victims into one count of theft over \$10,000. *People v. Collie*, 682 P.2d 1208 (Colo. App. 1983).

IV. EVIDENCE.

A. In General.

The corpus delicti must be established, since it is clearly not permissible that anyone be adjudged guilty until it is shown that a larceny has been committed; and unless the state has shown, prima facie, that a larceny has been committed, a defendant is not put on proof. *Lee v. People*, 138 Colo. 321, 332 P.2d 992 (1958).

Intent inferred. Intent to permanently deprive another of use or benefit of a thing of value does not have to be proven by direct, substantive evidence but can be inferred from the defendant's conduct and the reasonable inferences which may be drawn from the circumstances of the case. *People v. Becker*, 187 Colo. 344, 531 P.2d 386 (1975); *People v. Am. Health Care, Inc.*, 42 Colo. App. 209, 591 P.2d 1343 (1979); *People v. Piskula*, 197 Colo. 148, 595 P.2d 219 (1979).

Intent to permanently deprive may be inferred from the defendant's conduct and the circumstances of the case. *People v. Johnson*, 618 P.2d 262 (Colo. 1980).

Intent to commit felony theft may be inferred from the defendant's conduct in the circumstances of the case. *Miller v. District Court*, 641 P.2d 966 (Colo. 1982).

Intent to commit embezzlement of public property, official misconduct, and theft may be inferred from the defendants' conduct and the circumstances of the case. *People v. Luttrell*, 636 P.2d 712 (Colo. 1981).

Crime may be established by circumstantial evidence. The crime denounced by this section may be established by circumstantial evidence alone. *Montez v. People*, 110 Colo. 208, 132 P.2d 970 (1942).

Circumstantial evidence, when tied together, can support and provide a foundation for instructions on each of the crimes of first degree murder, first degree burglary, and theft arising out of the same transaction. *People v. Salas*, 189 Colo. 111, 538 P.2d 437 (1975).

The name of the owner of property stolen is material only to the extent it serves a descriptive purpose, or to show that it is not the property of the accused, and that the accused may know whose property he is alleged to have stolen so that he may be prepared to meet or refute the charge at the trial. Where the identity of the alleged owner is sufficiently established and the defendant is not deceived or misled to his prejudice, no error results. *Straub v. People*, 145 Colo. 275, 358 P.2d 615 (1961).

Possession without legal ownership is sufficient proof. In a larceny case, it is sufficient to show that the named victim had possession, control, and custody of the chattel which was the alleged object of the larceny, without determining the legal ownership. *Kelley v. People*, 166 Colo. 322, 443 P.2d 734 (1968).

Proof of a defacto corporate existence is sufficient where corporate ownership is an element of the crime. *Straub v. People*, 145 Colo. 275, 358 P.2d 615 (1961).

Possession, control, and custody of the named victim is sufficient in a larceny case, without determining the de jure corporate entity. *Kelley v. People*, 166 Colo. 322, 443 P.2d 734 (1968).

Intent need not be proven by direct, substantive evidence, but may be inferred from the defendant's conduct and the reasonable inferences which may be drawn from the circumstances of the case. *People v. Carr*, 841 P.2d 361 (Colo. App. 1992).

Proof that misrepresentations cause victim to part with something of value. The very nature of the crime of theft by deception requires proof that misrepresentations cause the victim to part with something of value and that the victim relied upon the swindler's misrepresentation. *People v. Terranova*, 38 Colo. App. 476, 563 P.2d 363 (1976); *People v. Warner*, 801 P.2d 1187 (Colo. 1990).

Where there was no proof that the misrepresentation caused the undercover agent to purchase stock from the defendant, prosecution for the completed substantive crime of theft by deception was not possible. *People v. Terranova*, 38 Colo. App. 476, 563 P.2d 363 (1976).

Admissibility of evidence to show intent. Any evidence going to the intent of a defendant charged with embezzlement is proper. *Hopkins v. People*, 89 Colo. 296, 1 P.2d 937 (1931).

In an action against officers of an insurance company for conspiracy to convert moneys of the company to their own use, evidence of the insolvency of the officers and subsidiary corporations controlled by said officers, held admissible, as having a definite bearing upon their intent, purpose, and design. *Helser v. People*, 100 Colo. 371, 68 P.2d 543 (1937).

That defendant intended to convert bailor's property to his own use by pledging it as security for a loan and using the proceeds of the loan for the payment of another obligation could be inferred from his executing a chattel mortgage representing himself as the owner of the car and from his furnishing the title and power of attorney to the bank. *Poe v. People*, 163 Colo. 20, 428 P.2d 77 (1967).

Where intent is an element of the crime, it is defendant's acts and conduct, not the victim's stated reaction, which is relevant. *Johnson v. People*, 172 Colo. 72, 470 P.2d 37 (1970).

Where intent is a material element of the offense charged, theft, a defendant has the right to testify specifically as to his intention in the commission of the acts which it is claimed constitute the offense. *People in Interest of J. S. C. v. J. S. C.*, 30 Colo. App. 381, 493 P.2d 671 (1972).

Evidence of other similar crimes in which a defendant has participated is competent and admissible for the purpose of showing plan or design of defendant in his alleged unlawful activities. *Clark v. People*, 105 Colo. 335, 97 P.2d 440 (1939); *Peiffer v. People*, 106 Colo. 533, 107 P.2d 799 (1940).

Evidence of similar offenses offered for the stated purpose of showing intent, motive, design, and system, followed by proper instructions of limitation, is admissible. *Montez v. People*, 110 Colo. 208, 132 P.2d 970 (1942).

Evidence of transaction similar to that charged in information held admissible. *Moore v. People*, 125 Colo. 306, 243 P.2d 425 (1952).

Where the evidence in a prosecution for embezzlement discloses that the victim and mode of operation were identical in each of several transactions, and the defendant seemingly acted pursuant to the same criminal impulse, felonious purpose and intent, such evidence is not subject to challenge for duplicity. *Gill v. People*, 139 Colo. 401, 339 P.2d 1000 (1959).

Where defendant denies knowledge that property was stolen or that he had an intent to withhold it from its true owner, it is proper for the prosecution to present evidence that loot from other burglaries found in defendant's possession to prove scienter, or guilty knowledge with respect to the crime of larceny by bailee. *Peters v. People*, 151 Colo. 35, 376 P.2d 170 (1962).

Evidence of thefts committed subsequent to the theft for which defendant was being tried was admissible for the purpose of showing plan, scheme, design, intent, or guilty knowledge where the proper procedures were followed. *People v. Lamirato*, 180 Colo. 250, 504 P.2d 661 (1972).

Testimony of thief against one charged with receiving stolen goods is not subject to infirmities attached to accomplice testimony. *Burns v. People*, 148 Colo. 245, 365 P.2d 698 (1961).

Scope of discovery. Where the prosecution informs the defendant of the specific section of the theft statute upon which it is relying, of the things of value allegedly taken, of the witnesses who would be called, and of the overt acts it intends to prove in connection with a conspiracy count, the trial court may deny further requests regarding areas more properly the subject of discovery proceedings. *People v. Lewis*, 671 P.2d 985 (Colo. App. 1983).

B. Proof of Value.

Where the larceny is from the person of another the crime shall be a felony, and no proof of value is required. *People v. McIntosh*, 149 Colo. 555, 369 P.2d 987 (1962).

Evidence of value necessary to fix grade of offense. The necessity of the proof of the real value exists where it is provided that the punishment shall be greater or different when the thing stolen is of or above a certain value, for in such cases the value of the property taken must be established by the evidence in order to ascertain the grade of the offense, and a conviction of the higher grade of offense must be based on sufficient evidence that the property taken was of or above the value fixed by statute for such purpose. In such cases, without proof of the value of stolen property there can be no conviction. *Henson v. People*, 166 Colo. 428, 444 P.2d 275 (1968).

When a conviction for a higher grade offense turns on the value of the property taken, it is incumbent on the prosecution to prove the value of stolen property. *People v. Marques*, 184 Colo. 262, 520 P.2d 113 (1974).

Test of value is reasonable market value of the stolen article at the time of the commission of the alleged offense. *People v. Austin*, 185 Colo. 229, 523 P.2d 989 (1974).

The value of a stolen item is measured by its fair market value. *People v. Elkhatib*, 198 Colo. 287, 599 P.2d 897 (1979).

The measure of value to be attached to items that are stolen is their reasonable market value at the time of the taking. *People v. Evans*, 44 Colo. App. 288, 612 P.2d 1153 (1980); *People v. Rosa*, 928 P.2d 1365 (Colo. App. 1996).

For purposes of the theft statute, "value" is generally proven by evidence of market value at the time and place of the theft. *Beaudoin v. People*, 627 P.2d 739 (Colo. 1981).

Market value defined. Value in a theft case is market value, where market value is what a willing buyer will pay in cash to the true owner for the stolen item. *People v. Marques*, 184 Colo. 262, 520 P.2d 113 (1974).

It is the obligation of the people to prove the reasonable market value of the goods at the time involved. *Noble v. People*, 173 Colo. 333, 478 P.2d 662 (1970).

To make a prima facie case for violations under these sections it was incumbent upon the people to present competent evidence of the reasonable market value of the goods in question at the time of the commission of the alleged offense. *People v. Paris*, 182 Colo. 148, 511 P.2d 893 (1973).

There must be some basis other than pure speculation for a determination of the real value where the value of the money or goods stolen determines the grade of the offense. *Henson v. People*, 166 Colo. 428, 444 P.2d 275 (1968); *People v. In Interest of A.G.*, 43 Colo. App. 514, 605 P.2d 487 (1979); *People v. Leonard*, 43 Colo. App. 471, 608 P.2d 832 (1979).

Where no evidence is presented as to any value amount for items, there is insufficient evidence of the value of those items. *People v. Jamison*, 220 P.3d 992 (Colo. App. 2009).

Value at time of commission of crime. While an owner of goods is always competent to testify as to the value of his property in prosecution for theft and receiving stolen goods, it must relate to its value at the time of the commission of the crime, and where the owner testifies only as to the purchase price of the goods, such testimony is competent evidence of fair market value only where the goods are so new, and thus, have depreciated in value so insubstantially, as to allow a reasonable inference that the purchase price is comparable to current fair market value. *People v. Paris*, 182 Colo. 148, 511 P.2d 893 (1973); *People v. In Interest of A.G.*, 43 Colo. App. 514, 605 P.2d 487 (1979).

It is not error to aggregate the value of the goods. *People v. Zallar*, 191 Colo. 492, 553 P.2d 756 (1976); *People v. Payne*, 2014 COA 81, 361 P.3d 1040.

Taking where value not expressible as market price also proscribed. This section proscribes the unlawful taking, obtaining, or exercising of control over anything of value, not just those things whose value may be expressed in terms of a market price. *People v. Miller*, 37 Colo. App. 294, 549 P.2d 1092 (1976), *aff'd*, 193 Colo. 415, 566 P.2d 1059 (1977).

Prima facie value of check is its face value. *People v. Marques*, 184 Colo. 262, 520 P.2d 113 (1974); *People v.*

Myers, 43 Colo. App. 256, 609 P.2d 1104 (1979).

For purposes of valuing stolen checks, restrictive indorsements are irrelevant. People v. Marques, 184 Colo. 262, 520 P.2d 113 (1974).

Value of credit card. The peculiar value of a credit card is not normally a price which the holder may command for the transfer of his card. It is instead the worth of the privilege to purchase goods or services on credit. People v. Miller, 37 Colo. App. 294, 549 P.2d 1092 (1976), aff'd, 193 Colo. 415, 566 P.2d 1059 (1977).

One objective measure of the value of a credit card is its price on the "street", i.e., in the course of unlawful or illegal trade with a view to its criminal abuse. People v. Miller, 37 Colo. App. 294, 549 P.2d 1092 (1976), aff'd, 193 Colo. 415, 566 P.2d 1059 (1977).

"Street" value is a reflection of the purchasing power of a particular credit card. Accordingly, the authorized line of credit on the card or its "floor limit", i.e., the value of a purchase that could be completed without the necessity of obtaining express authorization from the credit card company, is also an objective measure of a card's value. People v. Miller, 37 Colo. App. 294, 549 P.2d 1092 (1976), aff'd, 193 Colo. 415, 566 P.2d 1059 (1977).

Rewards offered by the issuer of credit cards for the return of lost or stolen cards may also constitute an objective measure of the value of the card. People v. Miller, 37 Colo. App. 294, 549 P.2d 1092 (1976), aff'd, 193 Colo. 415, 566 P.2d 1059 (1977).

Where a stolen item, such as a credit card, has no market value in lawful channels, other objective evidence of value may be admitted including evidence of the "illegitimate" market value. Miller v. People, 193 Colo. 415, 566 P.2d 1059 (1977).

Evidence of the dollar amount which may be purchased by using the credit card without card company approval provides an objective means of evaluating the illegitimate market value of credit cards. Miller v. People, 193 Colo. 415, 566 P.2d 1059 (1977).

Jury is not required to place a precise value upon property involved. People v. Austin, 185 Colo. 229, 523 P.2d 989 (1974).

Without competent evidence of fair market value in prosecution for theft and receiving stolen goods, the jury would have to base its determination of the value of the goods in question at the time of commission of the crime on pure speculation, and thus the judge properly removed the case from the jury's consideration. People v. Paris, 182 Colo. 148, 511 P.2d 893 (1973).

An owner is always competent to testify as to the value of his property. An owner not in the business of selling such items but putting them to use does not have them appraised. The evidence of value is competent regardless of the lack of current used market value. Rodriguez v. People, 168 Colo. 190, 450 P.2d 645 (1969).

Testimony of victim of theft as to value of items taken was competent and could properly be admitted for

purposes of valuation. *People v. Evans*, 44 Colo. App. 288, 612 P.2d 1153 (1980).

Evidence of retail price is evidence of market value, especially where the items were being sold over the counter on a more-or-less daily basis, and there is nothing to indicate that the retail price is higher than the true market value. *Maisel v. People*, 166 Colo. 161, 442 P.2d 399 (1968); *People v. Velarde*, 790 P.2d 903 (Colo. App. 1989).

Evidence of retail price is not only admissible but is perhaps the best evidence of market value. *Maisel v. People*, 166 Colo. 161, 442 P.2d 399 (1968).

Evidence of fair market value and retail price was competent evidence to sustain the jury's finding on the question of value. *Lee v. People*, 137 Colo. 465, 326 P.2d 660 (1958).

The retail price of stolen goods is the best evidence of their value, not the wholesale price. *People v. Lindsay*, 636 P.2d 1318 (Colo. App. 1981); *People v. Binkley*, 687 P.2d 480 (Colo. App. 1984), *aff'd* on other grounds, 716 P.2d 1111 (Colo. 1986); *People v. Rosa*, 928 P.2d 1365 (Colo. App. 1996).

Purchase price, junk price, replacement cost, the use of the article, and common knowledge all may be considered in the absence of evidence of market value of a particular item. *Burns v. People*, 148 Colo. 245, 365 P.2d 698 (1961).

Amounts paid to obtain cooperation of one believed to be coconspirator should not be deducted in determining the value of stolen goods when the payments were returned to the owner of the goods. *People v. Elkhatab*, 198 Colo. 287, 599 P.2d 897 (1979).

A condemnation proceeding is not authority for establishing the value of personal property. There is just too much difference between the depreciation of land and office machines. *Noble v. People*, 173 Colo. 333, 478 P.2d 662 (1970).

Evidence of owner based on original cost sufficient. Testimony of witness as to the value of several stolen articles aggregating more the \$800, which jury found as the value of the stolen property, was sufficient to establish value even though based on original cost of items, and owner being competent to testify to the value of his property. *Burns v. People*, 148 Colo. 245, 365 P.2d 698 (1961).

In a prosecution for felony theft of a used car from the dealer, counsel for both sides stipulated that the value of the car was over \$100, but then the car lot owner was called and testified that he had invested \$4800 in the car, but that it was worth much more on the retail market, and he also stated, over defense objection, that it cost \$1800 to repair the automobile from damage caused by the defendant's driving. The evidence may have been prejudicial, but was not inadmissible because the defendant caused the damage while driving the stolen vehicle, and the testimony was all part of the circumstances surrounding the theft and defendant's efforts to escape with the car. *People v. Hanson*, 189 Colo. 101, 537 P.2d 739 (1975).

Evidence of felony insufficient. The only testimony on the value of the money taken was that it was "in the vicinity of

one hundred dollars". Such evidence is insufficient to support a conviction of the crime of grand larceny. *Henson v. People*, 166 Colo. 428, 444 P.2d 275 (1968); *People v. Coddington*, 191 Colo. 168, 551 P.2d 192 (1976).

Sufficient evidence to sustain petty theft. *People v. Coddington*, 191 Colo. 168, 551 P.2d 192 (1976).

Evidence held sufficient to support felony conviction. *People v. Vigil*, 180 Colo. 104, 502 P.2d 418 (1972).

C. Possession of Stolen Property.

When possession supports inference of guilt. Where defendants were found in possession of ore under circumstances clearly indicating that they did not come by it honestly, and they offered no explanation of how they came by it, and the ore was identified as coming from the mine in which defendants were employed, the jury was justified in finding them guilty of larceny. *Bergdahl v. People*, 27 Colo. 302, 61 P. 228 (1900).

Possession of stolen goods after a burglary or theft is sufficient to warrant a conviction, unless the attending circumstances, or other evidence is such as to overcome the presumption raised by such possession, sufficient to create a reasonable doubt of the defendant's guilt. *Rueda v. People*, 141 Colo. 504, 348 P.2d 958, cert. denied, 362 U.S. 923, 80 S. Ct. 673, 4 L. Ed. 2d 744 (1960).

In a prosecution for larceny or burglary, the jury may infer that the accused committed the theft from the circumstances of his recent, unexplained, exclusive possession of the stolen articles involved. *Noble v. People*, 173 Colo. 333, 478 P.2d 662 (1970); *Diebold v. People*, 175 Colo. 96, 485 P.2d 900 (1971); *People v. Austin*, 185 Colo. 229, 523 P.2d 989 (1974).

Where there is no direct evidence of entry of vehicle from which articles were stolen, court could infer from unexplained possession of stolen articles by defendants shortly thereafter that they were persons who entered vehicle and stole articles. *People v. Romero*, 179 Colo. 159, 499 P.2d 604 (1972).

What is meant by "recent" possession of stolen goods is to be determined by the facts in each particular case and it may vary from a few days to two years. Generally, whether the period of time is "recent" is a question for the jury, and a period of six weeks has been upheld. *Rueda v. People*, 141 Colo. 504, 348 P.2d 958, cert. denied, 362 U.S. 923, 80 S. Ct. 673, 4 L. Ed. 2d 744 (1960).

If one agrees in advance to buy stolen property, knowing that the property is to be stolen, he thereby encourages the perpetration of the theft and, if the crime is committed, he is deemed a principal and punished accordingly. *Miller v. People*, 92 Colo. 481, 22 P.2d 626 (1933).

Mailing of stolen check to defendant inferred control. In prosecution for theft by deception, control over the money can be inferred from evidence that the check which was the basis of the prosecution was mailed to the defendants' home address in the usual course of business. *People v. Todd*, 189 Colo. 117, 538 P.2d 433 (1975).

Control need not be unauthorized from the outset. *People v. Treat*, 193 Colo. 570, 568 P.2d 473 (1977).

Defendant exercised absolute possession. Where defendant removed shirts from the store rack and concealed them in a sack he was carrying, he exercised complete, independent, and absolute control and possession over the goods and it was not necessary for the goods to be removed from the owner's premises to prove the element of loss to the owners. *People v. Contreras*, 195 Colo. 80, 575 P.2d 433 (1978).

Possession need not be sole to constitute the requisite control over stolen goods under this section; where the defendant was merely a passenger in an automobile owned by another, exercising no actual control over the stolen weapons in the automobile, he could nevertheless be found guilty of theft if a jury could reasonably conclude that he was cognizant of the stolen weapons. *People v. Maes*, 43 Colo. App. 365, 607 P.2d 1028 (1979).

D. Sufficiency.

Each of the essential elements of theft as set forth in this section must be proven beyond a reasonable doubt to support a conviction even where theft is sought to be proven by showing a violation of § 38-22-127. *People v. Erickson*, 695 P.2d 804 (Colo. App. 1984).

For a conspiracy to commit theft, the prosecution is not required to prove an agreement to take goods valued at a particular amount of money. It is required to prove only that there was an agreement to commit theft. For purposes of classifying the level of the crime, the prosecution is required to plead and prove the value of the goods taken. *People v. Samson*, 2012 COA 167, 302 P.3d 311.

Sufficiency of proof of ownership. In an action under this section, evidence was held sufficient to prove the ownership and possession by the alleged owner of the cattle at the time of the alleged theft. *Cahill v. People*, 111 Colo. 173, 138 P.2d 936 (1943).

Evidence did not establish intent to steal. *Bare v. People*, 164 Colo. 93, 432 P.2d 630 (1967).

No intent to steal where property retained on police order. Where defendant was found guilty of larceny as bailee of stolen copper wire which he purchased as a junk dealer and held on hold order of police, it was held that the retention of the property in reliance upon the police order did not constitute an intent to steal, which is one of the essential elements of the crime under this section. *Schiff v. People*, 111 Colo. 333, 141 P.2d 892 (1943).

Inference of intent proper. From a defendant's action of wrongfully appropriating a check, converting it into a cashier's check, and giving it to third party, a jury could properly infer intent. *Hucal v. People*, 176 Colo. 529, 493 P.2d 23 (1971).

Unexplained exclusive possession of recently stolen property creates no more than in inference of participation in the offense. *People v. Beamer*, 668 P.2d 990 (Colo. App. 1983).

Circumstantial evidence insufficient. In a prosecution for larceny and conspiracy to commit larceny the supreme court held the guilty verdicts to be forced verdicts based upon circumstantial evidence insufficient in quantity and quality to support a verdict of guilty. Even had the jury been initially properly instructed on circumstantial evidence,

every reasonable hypothesis of innocence was not eliminated by the people's evidence. *Drahn v. People*, 174 Colo. 157, 483 P.2d 209 (1971).

Evidence held insufficient to convict defendant of theft of car. *Union Ins. Soc'y v. Robertson*, 88 Colo. 590, 298 P. 1064 (1931); *People v. Rogers*, 177 Colo. 155, 493 P.2d 21 (1972); *People v. Cheney*, 180 Colo. 138, 503 P.2d 338 (1972).

In a prosecution for larceny of an automobile where the evidence discloses that a defendant is permitted to take a car by the person in charge thereof, and is furnished license plates for his convenience and protection in driving the same, no felonious taking under this section is shown. *Lee v. People*, 138 Colo. 321, 332 P.2d 992 (1958).

Sufficient evidence to sustain conviction of theft. *Renfrow v. People*, 176 Colo. 160, 489 P.2d 582 (1971); *Hutton v. People*, 177 Colo. 448, 494 P.2d 822 (1972); *People v. Drumright*, 181 Colo. 137, 507 P.2d 1097 (1973); *Lamb v. People*, 181 Colo. 446, 509 P.2d 1267 (1973); *People v. Diaz*, 182 Colo. 369, 513 P.2d 444 (1973); *People v. Miller*, 37 Colo. App. 294, 549 P.2d 1092 (1976), *aff'd*, 193 Colo. 415, 566 P.2d 1059 (1977); *People v. Maes*, 43 Colo. App. 365, 607 P.2d 1028 (1979); *People v. Mandez*, 997 P.2d 1254 (Colo. App. 1999).

Sufficiency of conversion to constitute larceny. *Quinn v. People*, 32 Colo. 135, 75 P. 396 (1904); *Compton v. People*, 89 Colo. 407, 3 P.2d 418 (1931); *Moore v. People*, 125 Colo. 306, 243 P.2d 425 (1952).

Evidence from which the jury might conclude that defendant had come into possession of stolen property lawfully, that he thereafter learned that such property had been stolen in a burglary, and with full knowledge thereof converted such property to his own use withholding it from its lawful owner, is sufficient to support a conviction of larceny by bailee. *Peters v. People*, 151 Colo. 35, 376 P.2d 170 (1962).

Negotiation of a check is equivalent to receipt of money, and failure to pay over the money collected for another is a conversion of it. *Hucal v. People*, 176 Colo. 529, 493 P.2d 23 (1971).

Administrator of estate guilty of embezzlement. *Hopkins v. People*, 89 Colo. 296, 1 P.2d 937 (1931).

Conviction for embezzlement by a warehouseman reversed when there is no evidence to show that the defendant actually took part in the crime and the prosecution failed to establish that the defendant had some knowledge that the manager had perpetrated the crime. *Dressel v. People*, 178 Colo. 115, 495 P.2d 544 (1972).

Evidence insufficient to support conviction of false pretenses. *Rogers v. People*, 161 Colo. 317, 422 P.2d 377 (1966).

Evidence sufficient to support conviction of obtaining property by false pretenses. *Shemwell v. People*, 62 Colo. 146, 161 P. 157 (1916); *Montez v. People*, 110 Colo. 208, 132 P.2d 970 (1942).

Evidence sufficient to support conviction of confidence game. *Munsell v. People*, 122 Colo. 420, 222 P.2d 615 (1950); *McBride v. People*, 126 Colo. 277, 248 P.2d 725 (1952); *Krantz v. People*, 150 Colo. 469, 374 P.2d 199 (1962), *cert. denied*, 372 U.S. 921, 83 S. Ct. 735, 9 L. Ed. 2d 725 (1963); *Dodge v. People*, 168 Colo. 531, 452 P.2d

759 (1969).

Evidence insufficient to sustain conviction of confidence game. Bomareto v. People, 111 Colo. 99, 137 P.2d 402 (1943); Graham v. People, 126 Colo. 351, 248 P.2d 730 (1952); White v. People, 126 Colo. 365, 249 P.2d 823 (1952); Bevins v. People, 138 Colo. 123, 330 P.2d 709 (1958); Bledsoe v. People, 138 Colo. 490, 335 P.2d 284 (1959).

Evidence insufficient to show specific intent to deprive customers of their money. People v. McClure, 186 Colo. 274, 526 P.2d 1323 (1974).

Evidence insufficient for conviction. People v. Ferrell, 197 Colo. 253, 591 P.2d 1038 (1979).

V. JURY AND INSTRUCTIONS.

Sufficient evidence to go to jury. People v. Gilkey, 181 Colo. 103, 507 P.2d 855 (1973).

Jury determines grade of crime. It is for the jury under proper instructions, and not the trial judge, to weigh and consider the evidence and determine therefrom what grade of crime, if any, was committed. People v. Chapman, 174 Colo. 545, 484 P.2d 1234 (1971).

Where evidence supports misdemeanor offense, to instruct only to felony theft error. Where there was evidence to support the defendant's request for an instruction on a lesser included class 2 misdemeanor offense of theft of goods, it was error for the trial court to instruct the jury only as to felony theft. Beaudoin v. People, 627 P.2d 739 (Colo. 1981).

Defendant is entitled to an instruction on the grade of the offense when there is evidence which tends to reduce the grade. People v. Chapman, 174 Colo. 545, 484 P.2d 1234 (1971).

Instruction on specific intent. Where the trial court adequately instructs the jury on the issue of specific intent required as an element of attempted theft, no error can be assigned. Sandoval v. People, 176 Colo. 414, 490 P.2d 1298 (1971).

Where instruction permits jury to convict of crime of theft without proof of essential element of that crime, intent to permanently deprive another of use and benefit of property, there is plain error and reversal is required. People v. Butcher, 180 Colo. 429, 506 P.2d 362 (1973).

The instruction "the laws of the State of Colorado provide that any person commits theft when he knowingly obtains or exerts unauthorized control over anything of value of another person with intent to deprive such other person permanently of the use or benefit of the thing of value" clearly spells out the intent required to commit the crime of theft. People v. Gilmer, 182 Colo. 96, 511 P.2d 494 (1973).

Erroneously instructing the jury that the defendant must have acted "intentionally" rather than "knowingly" in taking a thing of value from another person was harmless error as to the defendant because it worked to the defendant's benefit in that "intentionally" requires a more serious form of mental culpability. Blehm v. People, 817 P.2d 988 (Colo.

1991).

No plain error where jury not instructed that defendant must know he or she is deceiving the victims.

Deception involves the element of intentional misrepresentation with the purpose of misleading and thus such an instruction is redundant and unnecessary. *People v. Collie*, 995 P.2d 765 (Colo. App. 1999).

Instruction that failed to require a finding that a defendant must know that any exercise of control is without authorization is erroneous. *People v. Bornman*, 953 P.2d 952 (Colo. App. 1997); *Auman v. People*, 109 P.3d 647 (Colo. 2005).

While the standard of proof for the crime of theft by deception requires proof that, in reliance upon misrepresentations by the defendant, the victim parted with something of value, the court is not required to separately instruct the jury on the standard if the jury otherwise is instructed in accordance with the theft statute. *People v. Pollard*, 3 P.3d 473 (Colo. App. 2000).

Instruction could have been interpreted to permit a conviction when the defendant mistakenly believed that she was authorized to take the money and thus was an incorrect statement of the law, but no objection was raised to the jury instruction, the error was not a structural defect, and a review of the evidence found no plain error. *People v. Price*, 969 P.2d 766 (Colo. App. 1998).

Where issue before jury, affirmative defense instructions must be given. Where an issue of renunciation and abandonment is before a jury, proper instructions on this affirmative defense must be given to the jury. *People v. Traubert*, 625 P.2d 991 (Colo. 1981).

Relationship of intent and intoxication. Where court's instruction correctly informed the jury that the "intent to permanently deprive" was an element of theft, and further instructed the jury that the defense of intoxication could be considered in determining whether defendant was incapable of forming "the intent to commit the crime charged", when the two instructions are read together it is apparent that the jury was adequately advised of the relationship between the requisite specific intent and the defense of intoxication. *People v. Gilmer*, 182 Colo. 96, 511 P.2d 494 (1973).

Test applicable to defendant's request for an instruction on the crime of theft is whether there existed a rational basis to acquit him of simple robbery but still convict him of theft; the test is not whether there is a total absence of evidence showing the defendant to be guilty of simple robbery. *Graham v. People*, 199 Colo. 439, 610 P.2d 494 (1980).

Instructions for crimes of theft and burglary which were phrased in the language of the statutes were sufficient. *People v. Bowen*, 182 Colo. 294, 512 P.2d 1157 (1973).

Where, at a minimum, defendant committed simple robbery, no theft instruction. Because the uncontroverted evidence before the jury established, at a minimum, that the defendant had committed simple robbery, he was not entitled to an instruction on the crime of theft. *Graham v. People*, 199 Colo. 439, 610 P.2d 494 (1980).

Required instructions by court. Where the defendant is charged with aggravated robbery and declines the court's offer to instruct on simple robbery, the court is obligated to instruct on the lesser nonincluded offense of theft only if there is no evidence of the defendant's guilt of the lesser included offense of simple robbery. *People v. Graham*, 41 Colo. App. 390, 590 P.2d 511 (1978), *aff'd*, 199 Colo. 439, 610 P.2d 494 (1980).

There is no reason for including irrelevant portions of theft statute in instruction, but there is no prejudice to the defendant by their inclusion. *People v. Becker*, 187 Colo. 344, 531 P.2d 386 (1975).

Instruction on all sections of a theft statute is not prejudicial although not all sections apply to defendant. *People v. Pack*, 797 P.2d 774 (Colo. App. 1990).

Instruction to jury regarding unexplained, recent possession of stolen property, which indicated to the jury that the burden of proving rightful possession was on the defendant shifted the burden to the defendant to prove his innocence and was prejudicial error. *Martinez v. People*, 163 Colo. 503, 431 P.2d 765 (1967).

The instruction to the jury that the possession of stolen property recently after the commission of a theft or larceny may be a criminal circumstance tending to show that the person in whose possession it was found is guilty of the crime of larceny unless he has satisfied you from the evidence that he came into possession of the property honestly is prejudicial error. *Attwood v. People*, 165 Colo. 345, 439 P.2d 40 (1968).

An instruction which permits the jury to infer guilt of either theft or burglary if recent, exclusive and unexplained possession of stolen property was established beyond a reasonable doubt was not defective. *People v. Maes*, 43 Colo. App. 365, 607 P.2d 1028 (1979).

Instruction on circumstantial evidence should include the essential limiting language that in order to convict on circumstantial evidence alone, circumstances must be such as to exclude every reasonable hypothesis of defendants' innocence. *Drahn v. People*, 174 Colo. 157, 483 P.2d 209 (1971).

Special instruction on "knowingly" as applied to "without authorization" is not required. *People v. Gresham*, 647 P.2d 243 (Colo. App. 1981).

Failure to instruct on mens rea of theft. Definitional instruction on whether a person acts "knowingly" failed to instruct properly on mens rea of theft, the ulterior crime of burglary, and was plainly erroneous with regard to burglary in that it did not require jury to be satisfied beyond a reasonable doubt that the taking had to be practically certain in order to obtain from the defendant's conduct the determination that the defendant had the requisite culpability for commission of theft. *People v. Reed*, 692 P.2d 1122 (Colo. App. 1984).

Accessory instruction proper. Where there was evidence presented at trial to the effect that the defendant had stated, prior to the theft, that he would take all the television sets which could be provided, and there was evidence from which a jury could properly infer that the defendant knew that they would be stolen, the evidence was sufficient to permit submission of the theft by taking count to the jury, it being properly instructed as to an accessory becoming liable as a principal. *People v. Lamirato*, 180 Colo. 250, 504 P.2d 661 (1972).

Accomplice instruction improper. Where witness admitted burglarizing an establishment and delivering articles stolen to defendant who was charged with receiving stolen goods, such witness was not an accomplice and an instruction concerning the testimony of an accomplice was not appropriate. *Burns v. People*, 148 Colo. 245, 365 P.2d 698 (1961).

Instruction on lesser included offense held sufficient. *People v. Mingo*, 191 Colo. 155, 551 P.2d 196 (1976).

VI. VERDICT AND SENTENCE.

No equal protection violation where person convicted of class 4 felony theft is punished more severely than a class 4 felony sex offender. *People v. Friesen*, 45 P.3d 784 (Colo. App. 2001).

General verdict of guilty held sufficient. Where the indictment sets out the value of the property unlawfully obtained, a general verdict of "guilty in manner and form as charged in the indictment", is sufficient to support a conviction without a finding of the value of the property taken. *Montez v. People*, 110 Colo. 208, 132 P.2d 970 (1942); *Archer v. People*, 129 Colo. 313, 269 P.2d 700 (1954).

Trial court is without authority to amend or alter jury finding of value where the jury by its verdict fixes the value of the property taken in the amount of \$325. *People v. Chapman*, 174 Colo. 545, 484 P.2d 1234 (1971).

Larceny from person is felony regardless of value. Where crime charged was larceny from the person, a statement by victim of the amount of money taken from him was immaterial, and it was error to impose sentence as for misdemeanor because amount taken from person was less than \$50. *People v. McIntosh*, 149 Colo. 555, 369 P.2d 987 (1962).

Verdicts of guilt as to theft, but not as to burglary, are consistent. Where evidence linking the defendant with burglary was conflicting or was rebutted, but the evidence clearly established that the defendant was in possession of property recently taken in a burglary, there was evidence to sustain a conviction of larceny and the verdicts of not guilty of burglary but guilty of larceny were not inconsistent as being irreconcilable with the evidence of each case. *Renfrow v. People*, 176 Colo. 160, 489 P.2d 582 (1971).

Verdict of innocent as to theft but not as to conspiracy to commit theft consistent. Where the evidence under which the jury acquitted the defendant of the charge of theft was separate and independent from evidence before the jury on the charge of conspiracy to commit theft, which jury convicted defendant of, conspiracy conviction was not an inconsistent verdict. *People v. Forbes*, 185 Colo. 410, 524 P.2d 1377 (1974).

Verdicts held not inconsistent. Since the statutory elements of aggravated robbery and theft over \$200 are different, jury verdicts convicting a defendant of aggravated robbery of an employee but acquitting the defendant of theft from the employer are not inconsistent and repugnant. *People v. Williams*, 40 Colo. App. 30, 569 P.2d 339 (1977).

Sentence concurrent with life sentence proper. Where the defendant was sentenced for life imprisonment for first

degree murder and lesser sentences for first degree burglary and theft which the jury found he had committed, and all sentences were imposed concurrently with the life sentence which the jury ordered, there was no error. People v. Salas, 189 Colo. 111, 538 P.2d 437 (1975).

Consecutive sentences for burglary and for larceny are improper. Maes v. People, 169 Colo. 200, 454 P.2d 792 (1969).

When the burglary and the larceny involve one transaction, typical of many burglary-larceny situations, double, consecutive sentencing for the same transaction is inherently wrong and basically unjust, and evades the legislative intent. Maynes v. People, 169 Colo. 186, 454 P.2d 797 (1969).

All separately prosecutable thefts committed within a six-month period are a unit of prosecution for double jeopardy purposes. Two convictions for theft within the same six-month period must be merged into one conviction. People v. Gardner, 250 P.3d 1262 (Colo. App. 2010).

Defendant who pled guilty to a single count of theft in return for a dismissal of other counts may not be ordered to pay restitution to the victims in the counts that were dismissed. When an offense requires proof of the identity of a particular victim, the court may not order restitution to another. People v. Armijo, 989 P.2d 224 (Colo. App. 1999).

When defendant's actions do not constitute theft from the person of another, the defendant may be convicted of theft, but the court must enter the lowest level of a theft charge if the jury does not find the value of the items stolen. People v. Smith, 121 P.3d 243 (Colo. App. 2005).

Cross References:

(1) For theft of sound recordings, see §§ 18-4-601 to 18-4-605 ; for charges for bad checks received as a restitution payment ordered as a condition of a plea agreement, see § 16-7-304 ; for charges for bad checks received as a restitution payment ordered as a condition of a deferred prosecution, see § 16-7-404.

(2) For the legislative declaration contained in the 2006 act enacting subsection (9), see section 1 of chapter 290, Session Laws of Colorado 2006. For the legislative declaration contained in the 2007 act amending subsections (2), (4), and (8), see section 1 of chapter 384, Session Laws of Colorado 2007. For the legislative declaration contained in the 2009 act amending subsection (4), see section 1 of chapter 244, Session Laws of Colorado 2009.

- **Sec. 11-100. - Theft.**

It shall be unlawful for any person to commit theft or to knowingly aid another to commit theft.

A person commits theft when he knowingly obtains or exercises control over anything of value of another without authorization, or by threat or deception, and

- (1)
Intends to deprive the other person permanently of the use or benefit of the thing of value;
or
- (2)
Knowingly uses, conceals, or abandons the thing of value in such manner as to deprive the other person permanently of its use and benefits; or
- (3)
Uses, conceals, or abandons the thing of value intending that such use, concealment, or abandonment will deprive the other person permanently of its use and benefit; or
- (4)
Demands any consideration to which he is not legally entitled as a condition of restoring the thing of value to the other person.

(Ord. No. 15-1994, § 1, 12-21-94)

State Law reference— Similar provisions, C.R.S. 18-4-401.

- **Sec. 11-101. - Library property.**

- (a)
It shall be unlawful for any person to remove or to assist in the removal from the library to the city, Southern Peaks Public Library, ("the library") any book or other item belonging to the library, without first having the same checked out by an employee of the library according to the rules and regulations of the library.
- (b)
It shall be unlawful for any person to write or mark upon, injure, deface, tear, or destroy any book or other item belonging to the library.
- (c)
It shall be unlawful for any person to fail to return any book or other item belonging to the library in accordance with the rules and regulations of the library.

(Ord. No. 16-1994, § 1, 12-21-94)

- **Sec. 11-102. - Procuring accommodation with intent to defraud.**

- (a)
The following words and phrases as used in this section shall have the following meanings:

- (1)
Public establishment means any establishment selling or offering for sale prepared food or beverages to the public generally, or any establishment leasing or renting overnight sleeping accommodations to the public generally, including, but not limited to, restaurants, cafes, dining rooms, lunch counters, coffee shops, boarding houses, hotels,

motor hotels, motels, and rooming houses, unless the rental thereof is on a month-to-month basis for a longer period of time.

(2)

Notice as used in this section shall be given by posting a printed copy of C.R.S. sections 12-44-101 through 12-44-103 at any conspicuous place within the public establishment.

(3)

Agreement with such public establishment means any written or oral agreement as to the price to be charged for, and the acceptance of, food, beverage, or accommodation where the price to be charged therefor is printed on a menu or schedule of rates shown to or made available by a public establishment to the patron and includes the acceptance of such food, beverage, service, or accommodations for which a reasonable charge is made.

(b)

It shall be unlawful for any person to, with intent to defraud, procure food, beverages, or accommodations from any public establishment without making payment therefore in accordance with his or her agreement with such public establishment.

(c)

It shall be evidence of an intent to defraud that food, beverages, or accommodations were given to any person who gave false information concerning his or her name or address, or both, in obtaining such food, beverage, or accommodations, or that such person removed or attempted to remove his or her person or baggage from the premises of such public establishment without giving notice of his or her intent to do so to such public establishment, and without having made the agreed payment for such food, beverage, or accommodation. These provisions shall not constitute the sole means of establishing evidence that a person accused under this section had an intent to defraud. Proof of such intent to defraud may be made by any facts or circumstances sufficient to establish such intent to defraud beyond a reasonable doubt as provided by law.

(d)

No conviction shall be had under this section, unless it is made to appear upon the trial for a violation of this section that the person charged with such violation was given notice of the terms and provisions of C.R.S. sections 12-44-101 to 12-44-103, or of this [section 11-102](#).

(Ord. No. 16-1994, § 1, 12-21-94)

State Law reference— Similar provisions, C.R.S. 12-44-101—12-44-103.

• **Sec. 11-103. - Theft of cable service.**

It shall be unlawful for a person to knowingly:

(1)

Obtain cable service by any means, including the modification or alteration of an authorized device, from a cable operator without its authorization or with the intent to deprive the cable operator of lawful compensation for services rendered; or

(2)

Make or maintain, without authority from or payment to a cable operator, a connection or connections, whether physical, electrical or otherwise, with any cable, wire, component, or other device used for the distribution of cable services, unless such connection results from the cable operator's failure to disconnect a previously authorized cable service; or

(3)

Fail to return or surrender equipment used to receive cable services and provided by a cable operator, after such service has been terminated for any reason.

The terms used herein shall be defined as set forth in C.R.S. 18-4-701 as amended.

(Ord. No. 14-1999, § 1, 8-4-99; Ord. No. 21-1999, § 5, 11-17-99)

State Law reference— Similar provisions, C.R.S. 18-4-701.

- **Sec. 11-104. - Theft of rental property.**

(a)

It shall be unlawful for any person to commit theft of rental property or to knowingly aid another to commit theft of rental property.

(b)

A person commits theft of rental property if he:

(1)

Obtains the temporary use of personal property of another, which is available only for hire, by means of threat or deception, or knowing that such use is without the consent of the person providing the personal property; or

(2)

Having lawfully obtained possession for temporary use of the personal property of another which is available only for hire, knowingly fails to reveal the whereabouts of or to return said property to the owner thereof or his representative or to the person from whom he has received it within seventy-two (72) hours after the time at which he agreed to return it.

(Ord. No. 11-2001, § 7, 12-19-01)

State Law reference— Similar provisions, C.R.S. 18-4-402.

- **Sec. 11-105. - Theft by receiving.**

It shall be unlawful for any person to receive, retain, loan money by pawn or pledge on, or dispose of anything of value of another, knowing or believing that said thing of value has been stolen, when he intends to deprive the lawful owner permanently of the use or benefit of the thing of value.

(Ord. No. 11-2002, § 8, 5-1-02)

State Law reference— Similar provisions, C.R.S. 18-4-410.

- **Sec. 11-106. - Procuring transportation with intent to defraud.**

(a)

The following words and phrases as used in this section shall have the following meanings:

(1)

Public taxicab means any vehicle, subject to regulation by the public utilities commission, which is used commercially to provide transportation services.

(2)

Notice as used in this section shall be given by posting a printed copy of [section 11-106](#) at a conspicuous place with the public taxicab.

(3)

Where the price or rate to be charged for transportation services by a public taxicab is printed on a schedule of rates conspicuously displayed, or advised at the inception of the service by the public taxicab driver to the patron, agreement for service by a public taxicab means:

a.

Any written or oral agreement as to the price to be charged for transportation services by a public taxicab; or

b.

The acceptance of transportation services by a public taxicab.

(b)

It shall be unlawful for any person, with intent to defraud, to procure transportation by means of a public taxicab without making payment therefore in accordance with his or her agreement for service by a public taxicab.

(c)

It shall be evidence of an intent to defraud that transportation services were provided to any person who gave false information concerning his or her name or address, or both, in obtaining or in arranging to obtain such transportation services, or that such person removed or attempted to remove his or her person or baggage from a public taxicab without having paid the agreed amount for such transportation services. These provisions shall not constitute the sole means of establishing evidence that a person accused under this section had an intent to defraud. Proof of such intent to defraud may be made by facts or circumstances sufficient to establish such intent beyond a reasonable doubt, as provided by law.

(d)

No conviction shall be had under this section, unless it is made to appear upon trial for a violation of this section that the person charged with such violation was given notice of the terms and provisions of this [section 11-106](#).

(Ord. No. 15-2002, § 1, 7-10-02)

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Resolution No. 14, 2017, A resolution approving an amended schedule of fines for municipal violations.

Recommended Action:

Adopt Resolution No. 14-2017.

Background:

Council establishes a schedule of fines for violation of municipal ordinances from time to time. It was last updated August 3, 2016. Council has recently adopted a section of the municipal ordinances containing regulations governing the terms and conditions under which persons over the age of 21 may grow marijuana for personal consumption, codified as Sections 4-170 through 4-178. That section is not addressed in the existing schedule of fines. Additionally, Council has recently adopted changes to the municipal ordinances addressing theft, such changes being to Sections 11-100, 11-104, and 11-105, and the renumbering of Sections 11-106 and 11-107, and the schedule of fines must be updated to reflect those changes.

The fine schedule applicable to the personal growing of marijuana, like many ordinance violations, does not specify a fine, but requires the person charged to appear in court for assessment of an appropriate fine if convicted. However, unlike many City Ordinances, the Ordinance does specify a minimum fine, which is reflected in the fine schedule.

Issue Before the Council:

Does Council wish to adopt Resolution 14-2017?

Alternatives:

- 1) Adopt Resolution 14- 2017;
- 2) Amend Resolution 14-2017 2017, such as to change or eliminate the minimum fines relating to marijuana grows, or to add categories of theft, as the old schedule had, even though those are not reflected in the ordinance itself.
- 3) Decline to adopt Resolution 14- 2017 and give staff further direction.

Fiscal Impact:

Little. It is not expected that the fines applicable to ordinance violations will cover the cost of enforcement, and they are set more for their deterrent effect.

Legal Opinion:

The City Attorney will be present at the meeting for comment if necessary.

Conclusion:

This resolution updates the fine schedule to reflect changes in the *Code of Ordinances of the City of Alamosa*.

ATTACHMENTS:

Description	Type
□ Resolution 14-2017 Amending Fine Schedule	Resolution Letter

RESOLUTION NO. XX-2017

**A RESOLUTION APPROVING AN AMENDED SCHEDULE
OF FINES FOR MUNICIPAL VIOLATIONS**

WHEREAS, Council establishes a schedule of fines for violation of municipal ordinances from time to time; and

WHEREAS, Council has recently adopted a section of the municipal ordinances containing regulations governing the terms and conditions under which persons over the age of 21 may grow marijuana for personal consumption, codified as Sections 4-170 through 4-178, which section is not addressed in the existing schedule of fines; and

WHEREAS, Council has recently adopted changes to the municipal ordinances addressing theft, such changes being to Sections 11-100, 11-104, and 11-105, and the renumbering of Sections 11-106 and 11-107, and the schedule of fines must be updated to reflect those changes;

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

The attached schedule of fines for violation of municipal ordinances is hereby adopted. These fines shall be applied as specified unless the Court makes specific findings concerning aggravating or mitigating factors which warrant deviation from this schedule in any given case.

This Resolution shall become effective immediately upon its adoption.

APPROVED, PASSED AND ADOPTED this 7th day of June, 2017.

CITY OF ALAMOSA

By _____
Josef P. Lucero, Mayor

ATTEST:

Holly C. Martinez, City Clerk

COURT COSTS

UPDATED JUNE 15, 2016

Court Costs	\$50.00	Applies to deferred sentences, plea agreements, and convictions at trial.
Victims Assistance	\$20.00	Applies to all offenses that are mandatory court
Late fee	\$10.00	Applied to each occurrence of late response
Warrant Fee	\$30.00	Required as cash payment in addition to bond amount
Payment Plan Fee	\$15.00	Applies to all payment plans exceeding two weeks in length
Fee To Drop Charges	\$10.00	Fee to drop charges
PD Surcharge	\$25.00	Applies to all traffic and criminal violation convictions

MODEL TRAFFIC CODE

UPDATED:
AUGUST 3, 2016

SECTION	VIOLATION	COMMON	FINE	POINTS
GENERAL				
107	DISREGARDING/OBEDIENCE TO POLICE OFFICERS	900	\$100.00	3
109	MOTORIZED BICYCLES, ANIMALS, SKIS, SKATES, TOY & RECREATIONAL VEHICLES ON HIGHWAYS	924	\$60.00	0
109.5	NEIGHBORHOOD ELECTRIC VEHICLES	233	\$100.00	0
114	REMOVAL OF TRAFFIC HAZARDS	-	\$100.00	0
115	RESTRICTIONS ON MINOR DRIVERS UNDER 18 YEAR OF AGE	-	\$100.00	0
116	RESTRICTIONS OF MINOR DRIVERS	65	\$100.00	0
EQUIPMENT				
201	OBSTRUCTION OF VIEW OR DRIVING MECHANISM- HAZARDOUS SITUATION	450	\$100.00	0
202	UNSAFE VEHICLE	542	\$100.00	2
203	UNSAFE VEHICLE - SPOT INSPECTION	576	\$100.00	2
204	WHEN LIGHTED LAMPS ARE REQUIRED	610	\$60.00	2
205	HEADLAMPS ON MOTOR VEHICLES	613	\$60.00	0
205.5	UNLAWFUL DISPLAY OF LAMPS ON MOTOR VEHICLES	636	\$60.00	0
206	TAIL LAMPS AND REFLECTORS	616	\$60.00	0
207	CLEARANCE AND IDENTIFICATION	620	\$60.00	0
208	STOP LAMPS AND TURN SIGNALS REQUIRED	623	\$60.00	0
209	LAMP OR FLAG ON PROJECTING LOAD	543	\$60.00	0
210	LAMPS ON PARKED VEHICLE	360	\$60.00	0
211	LAMPS ON FARM EQUIPMENT & OTHER VEHICLES & EQUIPMENT	627	\$60.00	0
212	SPOT/AUXILIARY LAMPS	544	\$60.00	0
213	AUDIBLE/VISUAL ON EMERGENCY VEHICLES	546	\$60.00	0
214	VISUAL SIGNALS ON SERVICE	645	\$60.00	0
215	SIGNAL LAMPS & DEVICES - ADDITIONAL LIGHTING EQUIPMENT	630	\$60.00	0
215.5	SIGNAL LAMPS & DEVICES - STREET ROD & CUSTOM MOTOR VEHICLES.	630	\$60.00	0
216	MULTIPLE BEAM ROAD LIGHTS	631	\$60.00	0
217	FAILED TO DIM BEAM LIGHTS	632	\$60.00	2
218	SINGLE-BEAM ROAD-LIGHTING EQUIPMENT	634	\$60.00	0
219	NUMBER OF LIGHTS PERMITTED	635	\$60.00	0
220	MOTORIZED BICYCLES-MOTOR DRIVEN CYCLES-LIGHTING EQUIPMENT	643	\$60.00	0
221	BICYCLE EQUIPMENT	931	\$60.00	0
222	VOLUNTEER/LIGHTS/ALARMS	638	\$60.00	0
223	BRAKES REQUIRED	548	\$60.00	0
224	HORNS/WARNING DEVICE	550	\$60.00	0
225 (1.5)	USE OF ENGINE BRAKES PROHIBITED	-	\$60.00	0
225	MUFFLERS- PREVENTION OF NOISE	552	\$60.00	0
226	MIRRORS REQUIRED	553	\$60.00	0
227	WINDOWS UNOBSTRUCTED- CERTAIN MATERIALS PROHIBITED- WINDSHIELD WIPER REQUIREMENTS.	466	\$60.00	0
228	RESTRICTIONS ON TIRE EQUIPMENT	556	\$60.00	0
229	VEHICLE NOT EQUIPPED WITH SAFETY GLASS	572	\$60.00	0
230	FAILED TO USE EMERGENCY LIGHTING	641	\$60.00	0
231	PARKING LIGHTS	642	\$60.00	0
232	MINIMUM SAFETY STANDARDS FOR MOTORCYCLES & MOTOR-DRIVEN CYCLES	161	\$60.00	0

MODEL TRAFFIC CODE

UPDATED:
AUGUST 3, 2016

SECTION	VIOLATION	COMMON	FINE	POINTS
233	ALTERATION OF SUSPENSION SYSTEM	564	\$60.00	0
234	SLOW-MOVING VEHICLES- DISPLAY OF EMBLEM	565	\$60.00	0
235	SAFETY STANDARDS FOR COMMERCIAL VEHICLES	713	\$60.00	0
236 2A	CHILD RESTRAINT SYSTEM (0 - 4 YEARS OF AGE)	574	\$100.00	0
236 2B	CHILD RESTRAINT SYSTEM (4 - 16 YEARS OF AGE)	574	\$100.00	0
237	SEATBELT REQUIRED	575	\$80.00	0
238	BLUE & RED LIGHTS - ILLEGAL USE OR POSSESSION	-	\$100.00	0
239	18 & OLDER TEXT MESSAGING (1ST OFFENSE)	585	\$80.00	1
239	18 & OLDER TEXT MESSAGING (2ND OFFENSE)	586	\$160.00	1
239	UNDER 18 USING WIRELESS DEVICE (1ST OFFENSE)	587	\$80.00	1
239	UNDER 18 USING WIRELESS DEVICE (2ND OFFENSE)	588	\$160.00	1
240	NUMBER OF PLATES TO BE ATTACHED.	037	\$60.00	0
SIZE/WEIGHT/LOAD				
502	WIDTH OF VEHICLES	510	\$100.00	0
503	PROJECTING LOADS ON PASSENGER VEHICLES	515	\$100.00	0
504	HEIGHT & LENGTH OF VEHICLES	519	\$100.00	0
505	LONGER VEHICLE COMBINATIONS	521	\$100.00	0
506	TRAILERS & TOWED VEHICLES WITHOUT FLAG OR CHAIN	471	\$100.00	0
507	WHEEL & AXLE LOADS	522	\$100.00	0
508	GROSS WEIGHT OF VEHICLES AND LOADS	523	\$100.00	0
509	VEHICLES WEIGHTED - EXCESS REMOVED	526	\$100.00	0
510	PERMITS FOR EXCESS SIZE & WEIGHT & MANUFACTURED HOMES	527	SUM	0
511	PERMIT STANDARDS- LOCAL	-	SUM	0
512	LIABILITY FOR DAMAGE TO HIGHWAY	495	SUM	0
SIGNALS/SIGNS/MARKINGS				
603	FAILED TO OBEY/DISREGARD A TRAFFIC CONTROL DEVICE	300	\$150.00	4
604	FAILED TO OBEY TRAFFIC CONTROL LIGHT SIGNAL	304	\$150.00	4
605	FAILED TO OBEY FLASHING LIGHT SIGNAL (RED/YELLOW)	310	\$150.00	4
606	DISPLAY OF UNAUTHORIZED SIGNS OR DEVICES	311	\$150.00	0
607	INTERFERENCES WITH OFFICIAL DEVICES	314	\$150.00	4
608	FAILED TO USE TURN SIGNALS	436	\$100.00	2
609	GAVE IMPROPER HAND SIGNAL	437	\$100.00	2
610	UNAUTHORIZED INSIGNIA	541	\$100.00	2
611	PARAPLEGIC PERSON OR PERSONS WITH DISABILITIES - DISTRESS FLAG	-	\$100.00	0
612	WHEN SIGNALS ARE INOPERATIVE OR MALFUNCTIONING	320	\$150.00	4
RIGHTS OF WAY				
701	FAILED TO YIELD R-O-W AT UNCONTROLLED INTERSECTION	371	\$100.00	3
702	VEHICLE TURNING LEFT	278	\$100.00	3
703	FAILED TO STOP AT STOP SIGN	319	\$100.00	4
703	ENTERING THROUGH HIGHWAY- STOP OR YIELD INTERSECTION	372	\$100.00	3
703	FAILED TO YIELD R-O-W WHEN PROCEEDING FROM STOP SIGN	373	\$100.00	3
704	VEHICLE ENTERING ROADWAY	374	\$100.00	3
705	FAILED TO YIELD R-O-W TO EMERGENCY VEHICLE	375	\$100.00	4
706	OBEDIENCE TO RAILROAD SIGNAL	315	\$100.00	4

MODEL TRAFFIC CODE

UPDATED:
AUGUST 3, 2016

SECTION	VIOLATION	COMMON	FINE	POINTS
707	CERTAIN VEHICLES MUST STOP AT RR CROSSING	317	\$100.00	4
708	MOVING HEAVY EQUIPMENT AT RR CROSSING	318	\$60.00	0
709	UNLAWFUL STOP @ INTERSECTION, CROSSWALK, RR CROSSING	952	\$100.00	3
710	EMERGING FROM ALLEY/DRIVEWAY/BUILDING	378	\$100.00	4
712	DRIVING IN HIGHWAY WORK AREA	382	\$100.00	3
PEDESTRIANS				
801	PEDESTRIAN OBEDIENCE TO TRAFFIC CONTROL DEVICES & REGULATIONS	401	\$60.00	0
802	FAILED TO YIELD R-O-W TO PEDESTRIAN IN CROSSWALK	376	\$80.00	4
802	PEDESTRIAN RIGHT-OF-WAY IN CROSSWALKS	411	\$80.00	0
802	PASSED VEHICLE STOPPED FOR PEDESTRIAN IN CROSSWALK	203	\$80.00	3
802	PEDESTRIAN CORSS CROSSWALK/ROADWAY UNLAWFULLY	407	\$50.00	0
803	PEDESTRIAN FAILED TO YIELD R-O-W TO VEHICLE	402	\$50.00	0
805	PEDESTRIANS WALKING OR TRAVELING IN A WHEELCHAIR ON HIGHWAYS	408	\$50.00	0
805	PEDESTRIAN SOLICITING RIDES IN ROADWAY	404	\$50.00	0
805	VEHICLE (ENDANGERED/IMPEDED) TRAFFIC TO PICK UP PEDESTRIAN	160	\$50.00	0
806	DRIVING THROUGH SAFETY ZONE PROHIBITED	145	\$80.00	3
807	DRIVERS TO EXERCISE DUE CARE	381	\$150.00	4
808	DRIVERS & PEDESTRIANS, OTHER THAN PERSON IN WHEELCHAIRS, TO YIELD TO A PERSON WITH DISABILITIES	380	\$200.00	6
TURNING/STOPPING				
901 1 A	REQUIRED POSITION & METHOD OF TURNING - RIGHT	274	\$100.00	3
901 1 B	REQUIRED POSITION & METHOD OF TURNING - LEFT	273	\$100.00	3
901 1 C	REQUIRED POSITION & METHOD OF TURNING - TWO-WAY LEFT TURN LANES	280	\$100.00	3
901	FAILED TO TURN AS REQUIRED BY TRAFFIC CONTROL DEVICE	276	\$100.00	3
901	FAILED TO TURN FROM TURN LANE ONLY	276	\$100.00	3
902	LIMITATIONS ON TURNING AROUND	270	\$100.00	3
902	MADE A U-TURN WHERE PROHIBITED	270	\$100.00	3
903	TURNING MOVEMENTS & REQUIRED SIGNALS	430	\$100.00	3
DRIVING/OVERTAKING/PASSING				
1001	DRIVE ON RIGHT SIDE - EXCEPTIONS	252	\$150.00	4
1002	PASSING ONCOMING VEHICLES	190	\$150.00	4
1003	OVERTAKING A VEHICLE ON THE LEFT	192	\$100.00	4
1003	DRIVER FAILED TO GIVE WAY WHEN OVERTAKEN	193	\$100.00	3
1004	WHEN OVERTAKING ON THE RIGHT IS PERMITTED	194	\$150.00	4
1005	LIMITATIONS ON OVERTAKING ON THE LEFT	195	\$150.00	4
1006	ONE-WAY ROADWAYS & ROTARY TRAFFIC ISLANDS	254	\$150.00	3
1007	CHANGED LANE WHEN UNSAFE	221	\$150.00	3
1007	(WEAVING) FAILED TO DRIVE IN SINGLE LANE	223	\$150.00	3
1007	DROVE VEHICLE IN CENTER LANE WHEN PROHIBITED	224	\$150.00	3
1007	FAILED TO DRIVE IN DESIGNATED LANE (WEAVING)	225	\$150.00	3
1007	CHANGED LANES PROHIBITED BY OFFICIAL TRAFFIC CONTROL DEVICE	300	\$150.00	3
1008	FOLLOWING TOO CLOSELY	142	\$150.00	4
1009	COASTING PROHIBITED	147	\$100.00	3
1010	DRIVING ON DIVIDED OR CONTROLLED-ACCESS HIGHWAYS	152	\$100.00	3
SPEED REGULATIONS				

MODEL TRAFFIC CODE

UPDATED:
AUGUST 3, 2016

SECTION	VIOLATION	COMMON	FINE	POINTS
1101	SPEEDING 1-4 MPH OVER	020	\$100.00	0
1101	SPEEDING 1 -4 MPH OVER IN SCHOOL OR CONSTRUCTION ZONE	020	\$200.00	0
1101	SPEEDING 5-9 MPH OVER	004	\$125.00	1
1101	SPEEDING 5-9 MPH OVER IN SCHOOL OR CONSTRUCTION ZONE	004	\$250.00	1
1101	SPEEDING 10-19 MPH OVER	005	\$150.00	4
1101	SPEEDING 10-19 MPH OVER IN SCHOOL OR CONSTRUCTION ZONE	005	\$300.00	4
1101	SPEEDING 20-40 MPH OVER	006	\$300.00	6
1101	SPEEDING 20-40 MPH OVER IN SCHOOL OR CONSTRUCTION ZONE	006	\$600.00	6
1101	SPEEDING OVER 40	016	SUM	12
1101	SPEEDING OVER 40 IN SCHOOL OR CONSTRUCTION ZONE	016	SUM	12
1101	EXCEEDED SAFE SPEED FOR CONDITIONS	007	\$150.00	3
1101	EXCEEDED SAFE SPEED FOR CONDITIONS IN SCHOOL ZONE	007	\$300.00	3
1103	IMPEDING TRAFFIC	008	\$100.00	3
1105-1	SPEED CONTEST	001	SUM	12
1105-2	EXHIBITION OF SPEED	017	\$250.00	5
PARKING				
1201	STARTING PARKED VEHICLE	144	\$80.00	3
1202	PARKING/ABANDONMENT OF VEHICLE	350	\$25.00	0
1203	OVERTIME PARKING (2 HOUR)	-	\$25.00	0
1204	ON A SIDEWALK	1A	\$25.00	0
1204	WITHIN AN INTERSECTION	1B	\$25.00	0
1204	ON A CROSSWALK	1C	\$25.00	0
1204	IN A SAFETY ZONE	1D	\$25.00	0
1204	OBSTRUCTING/EXCAVATION ZONE	1E	\$25.00	0
1204	FROM EDGE/CURB OF ROADWAY	1F	\$25.00	0
1204	UPON ANY BRIDGE OR ELEVATED STRUCTURE	1G	\$25.00	0
1204	ON ANY RAILROAD CROSSING/TRACKS	1H	\$25.00	0
1204	ON ANY CONTROLLED -ACCESS HIGHWAY	1I	\$25.00	0
1204	ON ROADWAYS OF A DIVIDED HWY	1J	\$25.00	0
1204	UNLAWFUL STOPPING WHERE PROHIBITED BY SIGN	1K	\$25.00	0
1204	WITHIN 5' OF PUBLIC OR PRIVATE DRIVEWAY	2A	\$25.00	0
1204	WITHIN IN 15' OF FIRE HYDRANT	2B	\$25.00	0
1204	WITHIN 20' OF CROSSWALK	2C	\$25.00	0
1204	WITHIN 30' OF FLASHING SIGNAL	2D	\$25.00	0
1204	WITHIN 20' OF ENTRANCE TO FIRE STATION	2E	\$25.00	0
1204	OFFICIAL SIGNS PROHIBIT STANDING	2F	\$25.00	0
1204	WITHIN 50' OF RAILROAD CROSSING	3A	\$25.00	0
1204	OFFICIAL SIGNS PROHIBITS PARKING	3B	\$25.00	0
1204	UNLAWFUL PARKING ON PRIVATE PROPERTY	7A	\$25.00	0
1205	MORE THAN 12" FROM CURB	1	\$25.00	0
1205	WRONG SIDE/WRONG DIRECTION	2	\$25.00	0
1205	ANGLE PARKING	3	\$25.00	0
1206	UNATTENDED MOTOR VEHICLE	355	\$25.00	0
1207	OPENING/CLOSING VEHICLE DOORS	916	\$60.00	0

MODEL TRAFFIC CODE

UPDATED:
AUGUST 3, 2016

SECTION	VIOLATION	COMMON	FINE	POINTS
1208	HANDICAPPED PARKING	-	\$150.00	0
1211	LIMITATIONS ON BACKING	153	\$100.00	2
19-41	72 HOUR TIME LIMIT FOR CERTAIN VEHICLES	A	\$25.00	0
19-41	SEMI-TRUCK PARKING PROHIBITED IN RESIDENTIAL ZONES	B	\$25.00	0
19-41	DISPLAYING VEHICLE FOR SALE	C-1	\$25.00	0
19-41	REPAIRING VEHICLE ON ROADWAY	C-2	\$25.00	0
19-42	VEHICLES HAULING FLAMMABLE MERCHANDISE; - TIME LIMIT	-	SUM	-
19-43	ALL NIGHT PARKING PROHIBITED; LIMITATIONS	A	\$20.00	0
19-43	PARKING IN ALLEYS PROHIBITED; LIMITATIONS	B-1	\$25.00	0
19-43	BLOCKING DRIVEWAY, GARAGE, OR ALLEY ENTRANCE	B-2	\$25.00	0
19-61	RAILROAD BLOCKING STREETS - NO MORE THAN 10 MINUTES	-	SUM	-
OTHER OFFENSES				
1401	RECKLESS DRIVING	140	SUM	8
1402	CARELESS DRIVING	141	\$200.00	4
1402	CARELESS DRIVING CAUSING BODILY INJURY	139	SUM	4
1403	FOLLOWING TOO CLOSE BEHIND A FIRE APPARATUS	149	\$80.00	3
1404	CROSSING FIRE HOSE	150	\$60.00	0
1405	RIDING IN A TRAILER	156	\$60.00	0
1406	FOREIGN MATTER ON HIGHWAY PROHIBITED	490	\$90.00	0
1407	SPILLING LOADS ON HIGHWAY PROHIBITED	494	\$90.00	0
1407.5	SPLASH GUARDS - WHEN REQUIRED	494	\$60.00	0
1409	COMPULSORY INSURANCE	954	\$600.00	4
1411	USE OF EARPHONES WHILE DRIVING	467	\$50.00	0
1412	OPERATION OF BICYCLES & OTHER HUMAN-POWERED VEHICLES	924	\$60.00	0
1413	ELUDING OR ATTEMPTING TO ELUDE A POLICE OFFICER	011	SUM	12
1414	DYED FUEL ON HWY PROHIBITED	710	\$500.00	0
1415	RADAR JAMMING DEVICES PROHIBITED	584	\$200.00	0
MOTORCYCLES				
1502	MOTORCYCLE RULES	157	\$150.00	3
1503	ILLEGAL OPERATION OF MOTORCYCLE ON LANE ROADS	226	\$80.00	3
1504	CLINGING TO OTHER VEHICLES	158	\$80.00	3
SCHOOL BUSES				
1903	SCHOOL BUSES- STOP- SIGNS - PASSING	420	\$300.00	6
1904	REGULATIONS FOR SCHOOL BUSES - REGULATIONS ON DISCHARGE OF PASSENGERS	-	SUM	0
	*All Traffic violations may be subject to court costs and surcharges			

CITY ORDINANCES

UPDATED:
JUNE 7, 2017

CITY	VIOLATION	COMMON	FINE
GROWING OF MARIJUANA FOR PERSONAL USE			
4-172	LOCATION & MANNER OF GROWING MARIJUANA		* ≥ \$500
4-173	NUMBER OF PERSONAL MARIJUANA PLANTS		* ≥ \$500
4-174	LIGHTING RESTRICTIONS		* ≥ \$500
4-175	PERCEPTIBLE		* ≥ \$100
4-176	VENTILATION REQUIREMENTS		* ≥ \$500
SECONDHAND DEALERS			
10-141	LICENSE REQUIRED		*
10-162	STORAGE OF MATERIALS		*
10-163	LICENSE REQUIRED/SECONDHAND		*
10-165	SELLER IDENTIFICATION	4104	*
10-166	PURCHASES PROHIBITED UNDER 18	4105	*
10-167	RECORDS & INSPECTION	4106	*
10-168	HOLDING PERIOD	4107	*
10-169	REPORTS REQUIRED	4108	*
10-170	DISPLAY OF NOTICE		*
ALCOHOLIC BEVERAGES			
10-22	LICENSE REQUIRED		*
10-23	OPEN CONTAINER-CONSUMPTION/POSSESSION	4102	\$100.00
10-24	DISTURBING ON PREMISES	4103	*
10-26	UNDERAGE IN TAVERNS		*
10-27	SALE OF ALCOHOLIC BEVERAGE(S) TO VISIBLY INTOXICATED PERSON		*
11-51	SERVING AN ALCOHOLIC BEVERAGE TO A MINOR		*
11-173	UNDERAGE PURCHASE OF ALCOHOL		*
MISCELLANEOUS OFFENSES			
11-1 A	CURFEW TO MINORS (UNDERAGE 18)	7342	*
11-1 B	CURFEW TO MINORS (PARENT/GUARDIAN)	7342	*
11-2	HANDBILLS PROHIBITED		*
11-4	INHALING VOLATILE SOLVENTS PROHIBITED	7335	*
11-7	POSSESSION OF DRUG PARAPHERNALIA		*
11-8	MANUFACTURE, SALE/DELIVERY OF DRUG PARAPHERNALIA		*
11-9	ADVERTISEMENT OF DRUG PARAPHERNALIA		*
11-10	MOTOR VEHICLE ENFORCEMENT		*
11-21	ESCAPED FROM CUSTODY		*
11-22	RESISTING/OBSTRUCTING		*

CITY ORDINANCES

UPDATED:
JUNE 7, 2017

CITY	VIOLATION	COMMON	FINE
11-23	REFUSING TO AID A POLICE OFFICER		*
11-24	IMPERSONATING A POLICE OFFICER		*
11-25	FALSE REPORTING		*
11-26	VIOLATION OF RESTRAINING ORDER		*
11-41	DISTURBING A RELIGIOUS MEETING		*
11-42	DISTURBING LAWFUL ASSEMBLAGE		*
11-43	DISTURBING THE PEACE	5311	*
11-44	PUBLIC URINATION	7399	\$100.00
11-45	UNLAWFUL CONDUCT ON PUBLIC PROPERTY		*
11-46	INTERFERENCE WITH EDUCATION INSTITUTIONS		*
11-47	RIOTING PROHIBITED		*
11-48	LOITERING SCHOOL PROPERTY		*
11-49	OBSTRUCTING; HINDERING TRANSPORTATION		*
11-50	THROWING MISSILES AT VEHICLES		*
11-51	REGULATION ON PANHANDLING		*
11-61	ASSAULT	1325	*
11-62	HARASSMENT	7098	*
11-63	RECKLESS ENDANGERMENT		*
11-69	SMOKING PROHIBITED IN PUBLIC BUILDINGS	1ST	\$100.00
11-69	"	2ND	\$200.00
11-69	"	3RD	*
11-71	SIGNS REQUIRED TO BE POSTED	1ST	\$100.00
11-71	"	2ND	\$200.00
11-72	RESPONSIBILITIES OF PROPRIETORS	1ST	\$100.00
11-72	"	2ND	\$200.00
11-72	"	3RD	*
11-76	BAWDY HOUSES		*
11-77	INDECENT EXPOSURE		*
11-78	UNLAWFUL OF NUDE BATHING IN PUBLIC		*
11-96	CRIMINAL MISCHIEF/INJURY TO PROPERTY	2901	*
11-98	INJURING BUILDING, PAVEMENT ETC		*
11-99	TRESPASSING	5724	*
11-100	THEFT	2310	*
11-101	LIBRARY THEFT	2316	*
11-102	PROCURING ACCOMMODATION BY FRAUD	2668	*

CITY ORDINANCES

UPDATED:
JUNE 7, 2017

CITY	VIOLATION	COMMON	FINE
11-103	THEFT OF CABLE SERVICE		*
11-104	PROCURING TRANSPORTATION BY FRAUD		*
11-105	GRAFFITI		*
11-116	CONCEALED WEAPONS	934	*
11-117	WEAPONS WITH INTENT TO ASSAULT		*
11-118	USE OF GUNS PROHIBITED		*
11-119	DEADLY WEAPONS		*
11-152	POSSESSION OF TOBACCO/MINORS		*
11-153	FURNISHING TOBACCO / MINORS		*
11-154	VENDING MACHINES		*
11-155	SALE OF TOBACCO/MINOR		*
11-158	PURCHASE OF TOBACCO BY MINOR		*
11-171	UNDERAGE CONSUMPTION/POSSESSION		*
11-172 A	POSSESSION OF MARIJUANA < 8OZ		*
11-172 B	CONSUMPTION OF MARIJUANA <8OZ		*
11-173	UNDERAGE PURCHASE OF ALCOHOL		*
MUNICIPAL COURT			
13-49	CONTEMPT OF COURT	5005	*
NUISANCES			
14-2	LOUD SPEAKERS		*
14-5	PEDDLING, SOLICITING, HAWKING ETC. (UNINVITED)		*
14-33	JUNK VEHICLES (1)	7501	\$100.00
14-33	JUNK VEHICLES (2)	7501	\$200.00
14-33	JUNK VEHICLES (3)	7501	*
14-56	FAILURE TO ABATE (1)	7502	\$100.00
14-56	FAILURE TO ABATE (2)	7502	\$200.00
14-56	FAILURE TO ABATE (3)	7502	*
14-71	UNREASONABLE NOISE PROHIBITED		\$100.00
16-21	SNOW/ICE REMOVAL	7338	\$100.00
18-66	NONPAYMENT OF TAXES	8021	*
20-82	LITTERING	8022	\$100.00
20-85	DUMPING OF TRASH		\$100.00
20-92	DUMPING IN RIVER		\$100.00
7-1	OVERCROWDING	7604	*
7-2	BURNING IN CITY LIMITS	7503	*
19-2	OFF-HIGHWAY VEHICLES		\$100.00

CITY ORDINANCES

UPDATED:
JUNE 7, 2017

CITY	VIOLATION	COMMON	FINE
19-30	UNLAWFUL USE OF ENGINE BRAKE / (JAKE BRAKE)		*
	*MANDATORY COURT		
	All Ordinance violations may be subject to court costs		

ANIMALS

UPDATED
JUNE 15, 2016

CITY	VIOLATION	COMMON	FINE
3.3	ABUSE OF WILD BIRDS PROHIBITED	-	SUM
3.4	KEEPING OF BEES PROHIBITED	-	SUM
3.10	CRUELTY TO ANIMALS	-	SUM
3.12 D	DISPOSAL OF ANIMALS	6426	SUM
3.31	DOG AT LARGE (1ST)	6401	\$75.00
3.31	DOG AT LARGE (2ND)	6401	\$150.00
3.31	DOG AT LARGE (3RD)	6401	SUM
3.32	MALE POTBELLY PIGS MUST BE NEUTERED		SUM
3.46	LICENSE REQUIRED	6420	\$75.00
3.5	QUANTITY OF ANIMALS	6427	SUM
3.66	CONTROL/CARE OF ANIMAL	6410	SUM
3.67	BARKING DOG	6407	\$75.00
3.68	DOG IN HEAT	6412	\$75.00
3.69	VICIOUS ANIMAL	6408	SUM
3.7	UNPROVOKED BITE	6402	SUM
3.70	TREATMENT OF ANIMALS	6406	SUM
3.71	MOTOR VEHICLE ACCIDENT WITH ANIMAL	6423	SUM
3.72	POISONING OF ANIMAL	6419	SUM
3.73	REMOVAL OF DEAD ANIMAL	6409	\$75.00
3.74	TRAPPING OF ANIMALS	6422	SUM
3.75	REMOVAL OF ANIMAL WASTE	6415	\$75.00
3.78	WILD ANIMAL AS PETS	6413	SUM
3.9	INTERFERENCE WITH ENFORCEMENT	6405	SUM
3.96	VACCINATION REQUIRED	6417	75
3.97	REPORTING ANIMAL BITES	6418	SUM
	Animal Violations may be subject to court costs and surcharges		

PARKING

UPDATED
JUNE 15, 2016

CITY	VIOLATION	COMMON	Current Fine	POINTS
1201	STARTING PARKED VEHICLE	144	80	3
1202	PARKING/ABANDONMENT OF VEHICLE	350	25	0
1203	OVERTIME PARKING (2 HOUR)	-	25	0
1204	ON A SIDEWALK	1A	25	0
1204	WITHIN AN INTERSECTION	1B	25	0
1204	ON A CROSSWALK	1C	25	0
1204	IN A SAFETY ZONE	1D	25	0
1204	OBSTRUCTING/EXCAVATION ZONE	1E	25	0
1204	FROM EDGE/CURB OF ROADWAY	1F	25	0
1204	UPON ANY BRIDGE OR ELEVATED STRUCTURE	1G	25	0
1204	ON ANY RAILROAD CROSSING/TRACKS	1H	25	0
1204	ON ANY CONTROLLED -ACCESS HIGHWAY	1I	25	0
1204	ON ROADWAYS OF A DIVIDED HWY	1J	25	0
1204	UNLAWFUL STOPPING WHERE PROHIBITED BY SIGN	1K	25	0
1204	WITHIN 5' OF PUBLIC OR PRIVATE DRIVEWAY	2A	25	0
1204	WITHIN IN 15' OF FIRE HYDRANT	2B	25	0
1204	WITHIN 20' OF CROSSWALK	2C	25	0
1204	WITHIN 30' OF FLASHING SIGNAL	2D	25	0
1204	WITHIN 20' OF ENTRANCE TO FIRE STATION	2E	25	0
1204	OFFICIAL SIGNS PROHIBIT STANDING	2F	25	0
1204	WITHIN 50' OF RAILROAD CROSSING	3A	25	0
1204	OFFICIAL SIGNS PROHIBITS PARKING	3B	25	0
1204	UNLAWFUL PARKING ON PRIVATE PROPERTY	7A	25	0
1205	MORE THAN 12" FROM CURB	1	25	0
1205	WRONG SIDE/WRONG DIRECTION	2	25	0
1205	ANGLE PARKING	3	25	0
1206	UNATTENDED MOTOR VEHICLE	355	25	0
1207	OPENING/CLOSING VEHICLE DOORS	916	60	0
1208	HANDICAPPED PARKING	-	150	0
19-41	72 HOUR TIME LIMIT FOR CERTAIN VEHICLES	A	25	0
19-41	SEMI-TRUCK PARKING PROHIBITED IN RESIDENTIAL ZONES	B	25	0
19-41	DISPLAYING VEHICLE FOR SALE	C-1	25	0
19-41	REPAIRING VEHICLE ON ROADWAY	C-2	25	0
19-42	VEHICLES HAULING FLAMMABLE MERCHANDISE; - TIME LIMIT	-	SUM	-
19-43	ALL NIGHT PARKING PROHIBITED; LIMITATIONS	A	20	0
19-43	PARKING IN ALLEYS PROHIBITED; LIMITATIONS	B-1	25	0
19-43	BLOCKING DRIVEWAY, GARAGE, OR ALLEY ENTRANCE	B-2	25	0
19-61	RAILROAD BLOCKING STREETS - NO MORE THAN 10 MINUTES	-	SUM	-

ALAMOSA CITY COUNCIL COUNCIL COMMUNICATION

Subject/Title:

Alamosa Convention & Visitors Bureau Special Events Permit, Bicycle Tour Colorado, June 19, 2017

Recommended Action:

Approve Special Events Permit for the Alamosa Convention & Visitors Bureau for the Bicycle Tour Colorado event as described below.

Background:

Applicant: Alamosa Convention & Visitors Bureau

Event Description:

1. June 19, 2017 from 12:00 p.m. to 8:00 p.m.
2. Application is for Malt, Vinous, and Spirituous Liquor
3. The event will be held at the Adams State University Library Parking Lot within the confined boundaries (see attached drawing).

Factual Findings:

- Applicant has possession of the premises through a permit.
- Applicant qualifies as a non-profit corporation.
- The application was submitted in a timely manner.
- All applicable fees have been paid.

Issue Before the Council:

Does Council wish to approve this Special Events Permit?

Alternatives:

1. Approve the Special Events Permit application.
2. Do not act on approval. Determine potential reasons for denial and set a hearing date.

Fiscal Impact:

N/A

Legal Opinion:

No legal issues have been raised regarding this application. Counselor Schwiesow will be available at the meeting if needed.

Conclusion:

Approve Special Events Permit application.

ATTACHMENTS:

Description	Type
☐ Alamosa Convention & Visitors Bureau Application	Backup Material

City Clerk's Office
City of Alamosa
POB 419
Alamosa, CO 81101
719/589-2593 ext. 8

City of Alamosa

Special Events Permit Application

Fees payable to the City of
Alamosa:
\$100 per day
\$50 for rush processing

Name of Applicant Non-Profit Organization or Political Candidate:

Alamosa Convention + Visitors Bureau

Entity Address:

610 State Ave
Alamosa Co 81101

Address of Event:

Adams State Campus
Library Parking Lot
1701 First St. Alamosa

Off-site storage address (if applicable):

Authorized representative name: Phone no. where you can be reached prior to and during event: email address:

Jamie Greeman 719-580-6346 director@alamosa.org

Event Manager name: Phone no. where you can be reached prior to and during event: email address:

Same as above

State Sales Tax No. _____

City Sales Tax No. _____

Would you like to receive your permit by
email? Yes ☒ No _____

Malt, Vinous, Spirituous Liquor ☒
3.2 Beer _____

Is this location within 500 feet of a school? Yes ☒ No _____ If yes, are classes in session during event: Yes _____ No _____

Date(s) of event

Date:

6-19-17

Start time:

12:00 pm

End time:

8:00 pm

Date:

Start time:

End time:

Date:

Start time:

End time:

ATTACH ADDITIONAL PAGES IF NECESSARY

Describe the purpose of the event: see attached

How many people are expected to attend? 400

Describe your control plan (physical barriers, security, etc.) attached

Describe how you will meet the food service requirements: attached

Please attach:

- ⇒ Qualifying non-profit documentation
- ⇒ Drawing of licensed premises
- ⇒ Separate drawing of storage location, if applicable
- ⇒ Proof of property possession

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

Signature: Jamie Greeman Title: Director Date: 4-27-17

The City of Alamosa hereby finds that this application has been examined and the premises, business, and character of the applicant is satisfactory and this Permit is hereby approved

Signature: _____ Date: _____

Faxed to Colorado Liquor Enforcement Division by: _____ on: _____

Purpose of Event: This event will be held for Bicycle Tour Colorado, a 453 mile, 7-day bike ride which will be stopping overnight in Alamosa on Monday June 19.

Control Plan: The beer garden area will be fenced off with plastic, orange mesh fencing.

Food Requirements: There will be food trucks/vendors onsite offering a variety of meal options. All vendors will be commercially licensed to provide food service.

Licensed Premises:

